



# TOWN OF DAVIE

*Davie Town Hall: 6591 Orange Drive, Davie, Florida 33314 Phone: (954) 797-1000*

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## REGULAR MEETING

APRIL 18, 2007

6:30 PM

### 1. PLEDGE OF ALLEGIANCE

### 2. ROLL CALL

### 3. PRESENTATIONS

- 3.1 Florida Department of Transportation I-595
- 3.2 Love To Read, Love To Achieve Reading Program
- 3.3 National Fair Housing Month
- 3.4 National Community Development Week
- 3.5 Area Agency on Aging - Edith Lederberg
- 3.6 Forest Ridge Woman's Club - Lorraine Hofheinz
- 3.7 Friends of the Farm Park - Judy Paul
- 3.8 Orange Blossom Festival
- 3.9 Broward County Audubon Society - Mayor Truex
- 3.10 Broward County Resource Recovery Board - Ron Greenstein
- 3.11 South Florida Water Management District - Miya Burt-Stewart
- 3.12 Florida Power & Light - Ben Wesley

### 4. APPROVAL OF CONSENT AGENDA

#### *Minutes*

- 4.1 February 7, 2007 (Regular Meeting) (tabled from April 4, 2007)
- 4.2 February 21, 2007 (Workshop Meeting)

#### *Resolutions*

- 4.3 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GYMBAZ, LLC TO PROVIDE A GYMNASIAC PROGRAM AT THE DAVIE PINE ISLAND MULTIPURPOSE CENTER. (tabled from March 22, 2007)
- 4.4 **SELECTION OF FIRM** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF ACAI ASSOCIATES, INC. TO PROVIDE MISCELLANEOUS ARCHITECTURAL SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AGREEMENTS FOR SUCH SERVICES.
- 4.5 **BID** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ACCEPTING AND AWARDED THE BID FOR YOUTH SPORTS OFFICIALS TO ADAMS TOP NOTCH OFFICIALS, INC. (\$40,000)

- 4.6     **BID** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDED THE BID FOR A MINI EXCAVATOR AND TRAILER TO EVERGLADES FARM EQUIPMENT CO., INC. (\$33,361.20)
- 4.7     **BID** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR HORTICULTURAL CHEMICALS. (lowest and most responsive and responsible bidder)
- 4.8     **BID** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY THE STATE OF FLORIDA, BID No. 725-330-05-1 FOR CELLULAR EQUIPMENT AND SERVICES. (Verizon Wireless - approximately \$120,000/year)
- 4.9     **CONTRACT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WILLIAMS PAVING CO., INC. FOR A SEGMENT OF ORANGE DRIVE ROADWAY IMPROVEMENT. (\$324,822)
- 4.10    **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH JULIA HARPER FOR USE OF ROBBINS LODGE FOR A SPECIAL NEEDS CAMP AND TO REDUCE THE RENTAL FEE FOR SAID USE TO \$150 PER DAY.
- 4.11    **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND G.C. WORKS, INC. FOR DEVELOPMENT AND CONSTRUCTION OF A FORENSIC CRIME PROCESSING AND STORAGE LABORATORY AT THE DAVIE POLICE DEPARTMENT. (\$120,975)
- 4.12    **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE ACTION OF THE DAVIE COMMUNITY REDEVELOPMENT AGENCY TO ENTER INTO AN AGREEMENT WITH 95 WHSE, INC. TO LEASE OFFICE SPACE AT 3921 SW 47 AVENUE, #1008. (\$20,406.72)
- 4.13    **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH SCOUTMASTER'S CAMPOREE, SOUTH FLORIDA COUNCIL, BOY SCOUTS OF AMERICA AND THE TOWN OF DAVIE FOR UTILIZING THE BERGERON RODEO GROUNDS AND HOLDING A MEMORIAL DAY PARADE AND WAIVING RENTAL FEES AND GRANTING PERMISSION FOR THE USE OF SERVICES AND EQUIPMENT. (not budgeted - \$3,300)
- 4.14    **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN REBUILDING TOGETHER BROWARD COUNTY, INC FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR A BUILDERS DECATHLON EVENT. (\$1,000)



- 4.15 **SIGNAGE** - A RESOLUTION OF THE TOWN OF DAVIE TO HAVE THE MAYOR EXECUTE A FLORIDA DEPARTMENT OF TRANSPORTATION GENERAL USE PERMIT APPLICATION TO CONSTRUCT DIRECTIONAL SIGNAGE FOR THE BERGERON RODEO GROUNDS ON INTERSTATE I-595.
- 4.16 **DECLARATION OF RESTRICTIVE COVENANTS** - A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AND FILE AN AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR OPEN SPACE SITE OS-77, ALSO KNOWN AS MATH IGLER GROVE.
- 4.17 **SELECTION OF FIRM** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF GLOBALTECH, INC. TO DESIGN/BUILD A COLOR REMOVAL SYSTEM AT THE WATER TREATMENT PLANT AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.
- 4.18 **SELECTION OF FIRM** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF AON CONSULTING, INC. TO PROVIDE HEALTH INSURANCE CONSULTANT SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.
- 4.19 **DEVELOPER'S AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND THE PLAZA AT DAVIE INC., FOR THE INSTALLATION OF IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY RELATING TO THE PLAZA PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (DA 2-1-07, The Plaza, 11202 State Road 84)
- 4.20 **PLAT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE "LORSON PLAT" AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR'S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE. (P 4-1-06, Lorson Plat, 5355 SW 76 Avenue) (denied by Council on January 17, 2007; item was reconsidered on February 7, 2007 and tabled for 60 days) [see related item 4.22] *Planning and Zoning Board recommended approval*

*Temporary Use Permit*

- 4.21 NSU Health Fair, 1904 South University Drive

### *Quasi-Judicial Consent Agenda*

4.22 SP 12-4-05, Lorson Professional Campus, 5355 SW 76 Avenue (CC) (denied by Council on January 17, 2007; item was reconsidered on February 7, 2007 and tabled for 60 days) [see related item 4.20] *Site Plan Committee recommended approval subject to the planning report and the following: 1) that the road improvements along 76th Avenue for the length of the site have been agreed upon with the Engineering Department; 2) that the sidewalk and equestrian trail on the eastern side of the property be continued and extend north 330-feet within the existing right-of-way and with the approval from Florida Power and Light; 3) that the photometric at the entrance and in the parking areas be increased to a minimum of 1.5-candle foot; 4) that the two Royal Palm trees in front of the building be increased to 12-foot of grey wood; 5) that the trees located on the north property line must meet the FP&L requirements and be compatible with their code so it may be necessary to make some revisions in the tree selection; and 6) that the roof color be less orange than shown on the reproduction sample and be more compatible with the rendering elevations*

4.23 **RE-APPROVING SITE PLAN - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RE-APPROVING SITE PLAN APPLICATION, SP 5-7-02 "DAVIE CHARTER SCHOOL," AND PROVIDING AN EFFECTIVE DATE. 10/10/2002** - *Site Plan Committee recommended approval subject to staff's recommendations and the following: 1) make the east and west architecture match or be similar to the north and south sides; 2) provide a new rendering for the Town Council's review to reflect the actual green areas and the existing houses; 3) revise the landscape plan and bring it back to this Committee and address the special notes in staff's comments regarding the perimeter buffer, also focus on the north parking property line and focus on the east property line which concerned the residents; 4) change the chain-link fence to a metal picket fence; and 5) add "bollards" at the main entrance; 01/02/03 - Council approved based on the understanding that the school was going to work with the residents and develop a perimeter that was going to be pleasing and something that they could agree to (the addition of an eight-foot concrete wall along the north property line adjacent to the residential properties); that staff make another attempt to contact the Florida Department of Transportation and try to resolve points-of-view issues; and based on consideration from the Drainage District; 01/07/03 - Site Plan Committee recommended approval subject to the addition of an eight-foot concrete wall along the north property line adjacent to the residential properties*

## **5. DISCUSSION OF CONSENT AGENDA ITEMS**

## **6. PUBLIC HEARING**

## **7. APPOINTMENTS**

### **7.1 Mayor Truex**

7.1.1 Community Redevelopment Agency (one exclusive appointment; term expires April 2011) (members shall either reside or engage in business within the jurisdiction of the Town)

7.1.2 Planning and Zoning Board/Local Planning Agency (one exclusive nomination; term May 26, 2007 to May 21, 2006) (member must be a resident and qualified voter; **nominations require Council approval**)

- 7.1.3 Senior Citizen Advisory Committee (one exclusive appointment - term expires April 2008) (members shall be a minimum 60 years of age)
- 7.1.4 Water and Environmental Advisory Board (one exclusive appointment; term expires April 2008) (insofar as possible, one member shall be a licensed engineer)
- 7.1.5 Youth Education and Safety Advisory Board (one exclusive appointment - term expires April 2008) (members shall, whenever possible, have interest and expertise in law enforcement, elementary school instruction, education matters, child psychology, pediatric medicine, parenthood and grandparenthood)
- 7.2 Vice-Mayor Caletka
  - 7.2.1 Planning and Zoning Board/Local Planning Agency (one exclusive nomination; term May 26, 2007 to May 21, 2006) (member must be a resident and qualified voter; **nominations require Council approval**)
- 7.3 Councilmember Crowley
  - 7.3.1 Planning and Zoning Board/Local Planning Agency (one exclusive nomination; term May 26, 2007 to May 21, 2006) (member must be a resident and qualified voter; **nominations require Council approval**)
- 7.4 Councilmember Luis
  - 7.4.1 Airport Advisory Board (two exclusive appointments; terms expire December 2007)
  - 7.4.2 Planning and Zoning Board/Local Planning Agency (one exclusive nomination; term May 26, 2007 to May 21, 2006) (member must be a resident and qualified voter; **nominations require Council approval**)
- 7.5 Councilmember Starkey
  - 7.5.1 Airport Advisory Board (two exclusive appointments; terms expire December 2007)
  - 7.5.2 Planning and Zoning Board/Local Planning Agency (one exclusive nomination; term May 26, 2007 to May 21, 2006) (member must be a resident and qualified voter; **nominations require Council approval**)
  - 7.5.3 Mobile Home Task Force (one exclusive appointment - representing a mobile home park owner/manager)
- 7.4 Unsafe Structures Board (two non-exclusive appointments; terms expire April 2009) (members shall be permanent resident or have their principal place of business within the Town's jurisdiction) (one appointment shall be a plumbing contractor and one appointment shall be a real estate property manager)

## 8. OLD BUSINESS

- 8.1 Steve Rodriquez, 12600 SW 13 Street

**9. NEW BUSINESS**

9.1 Traffic Calming Round-about at Hiatus Road and Ernest Boulevard

**10. MAYOR/COUNCILMEMBER'S COMMENTS**

**11. TOWN ADMINISTRATOR'S COMMENTS**

**12. TOWN ATTORNEY'S COMMENTS**

**13. ADJOURNMENT**

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THIS BOARD OR COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least five business days prior to the meeting to request such accommodations. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8700 (voice) or 1-800-955-8771 (TDD).

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director (954) 797-1101

**PREPARED BY:** Larry A. Peters, P.E., Town Engineer

**SUBJECT:** FDOT I-595 Presentation

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** FDOT I-595 Presentation

**REPORT IN BRIEF:** The Department of Transportation will make a brief presentation regarding proposed modifications to I-595 and State Road 84 within the limits of Davie.

**PREVIOUS ACTIONS:** not applicable

**CONCURRENCES:** not applicable

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):**

**Attachment(s):**

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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Shirley Taylor-Prakelt, Housing & Com. Dev. Director 797-1199

**PREPARED BY:** Burton Spiwak, Programs Specialist

**SUBJECT:** Love To Read, Love To Achieve Reading Program Presentation

**AFFECTED DISTRICT:** Town-wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** Love To Read, Love To Achieve Reading Program Presentation

**REPORT IN BRIEF:** The Town of Davie and Broward County School Board Early Headstart Program have partnered in an annual reading program for the past 4 years. The program is designed to have Head Start fathers/father figures and male employees from the Town of Davie visit the Head Start classes to read a story to the students. Having men as 'reading role models' is of particular importance to boys. Research has pointed out that one of the contributing factors in boys declining interest in reading is the limited opportunity for them to observe men reading. Hopefully, fathers and father figures will continue to read to their children as a result of their participation in this activity. This year's program ran from March 12, 2007 thru March 23, 2007. The Housing and Community Development Department would like to recognize all the Town volunteers and the Broward County School Board's Early Headstart Program for their participation in this worthwhile program.

**PREVIOUS ACTIONS:**

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):**

**Attachment(s):**

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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Shirley Taylor-Prakelt, Housing & Com. Dev. Director 797-1199

**PREPARED BY:** Burton Spiwak, Programs Specialist

**SUBJECT:** National Fair Housing Month Presentation

**AFFECTED DISTRICT:** Town-wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** National Fair Housing Month Presentation

**REPORT IN BRIEF:** In 1997 the Town of Davie became an “entitlement” recipient of Federal Funds from the U. S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. The Town's Consolidated Plan for Federal Funds, outlines fair housing initiatives which include an outreach and education campaign to further fair housing choices for Davie residents. Therefore, the Town of Davie certifies that it will affirmatively further fair housing opportunities and work to identify and remove impediments to fair housing choices; and, uphold Title VIII of the Civil Rights Act of 1968 and the Fair Housing Act of 1988 which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex, national origin, handicap or familial status.

**PREVIOUS ACTIONS:**

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

**RECOMMENDATION(S):**

**Attachment(s):**

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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Shirley Taylor-Prakelt, Housing & Com. Dev. Director 797-1199

**PREPARED BY:** Burton Spiwak, Programs Specialist

**SUBJECT:** National Community Development Week Presentation

**AFFECTED DISTRICT:** Town-wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** National Community Development Week Presentation

**REPORT IN BRIEF:** In 1997 the Town of Davie became an “entitlement” recipient of Federal Funds from the U. S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. The CDBG Program has strengthened America’s communities by providing affordable and accessible housing, neighborhood revitalization programs, infrastructure improvements, new or enhanced public facilities, economic development and self-sufficiency initiatives, and other public service programs that enhance the quality of life for low-income and minority residents. The year 2007 marks the 33rd Anniversary of the CDBG Program; and, HUD has proclaimed April 9 – 13, 2007 as "National Community Development Week"; and, this year's theme “Building Strong Communities, Telling The Story, Promoting The Success”, sends a message to Congress and the general public that the CDBG Program plays an integral role in revitalizing older neighborhoods and moving our lower-income residents from welfare to independent economic status, thus ensuring the viability of our cities.

**PREVIOUS ACTIONS:**

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

**RECOMMENDATION(S):**

**Attachment(s):**

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**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Barbara McDaniel, MMC, Assisatnt Town Clerk (954) 797-1023

**PREPARED BY:** Barbara McDaniel, MMC, Assisatnt Town Clerk

**SUBJECT:** February 7, 2007 Minutes

**AFFECTED DISTRICT:** n/a

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** February 7, 2007 (Regular Meeting)

**REPORT IN BRIEF:** Council minutes from the February 7, 2007 Council meeting

**PREVIOUS ACTIONS:** On April 4, 2007, Council tabled this item to the April 18th meeting.

**CONCURRENCES:** n/a

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Motion to approve

**Attachment(s):** Minutes

**TOWN OF DAVIE  
REGULAR MEETING  
FEBRUARY 7, 2007**

**1. PLEDGE OF ALLEGIANCE**

The meeting was called to order at 7:00 p.m. and was followed by the Pledge of Allegiance.

**2. ROLL CALL**

Present at the meeting were Mayor Truex, Vice-Mayor Crowley, Councilmembers Caletka, Paul and Starkey. Also present were Town Administrator Shimun, Town Attorney Jim Cherof, and Town Clerk Muniz recording the meeting.

**3. OPEN PUBLIC MEETING**

Rosie Anderson, 4950 SW 111 Terrace, announced that the Old Davie School and the Davie Historical Society were hosting a Pioneer Dinner on February 10th honoring the Franklin, Taylor and Middlebrook families and invited everyone to attend.

Ms. Anderson stated the Davie Historical Society was restoring the Walsh/Osterhaut House and asked for volunteers.

Phil Busey, 837 SW 120 Way, announced his candidacy for the District 3 seat and reminded everyone to vote on March 13th.

Adam Konick, Davie Firefighter, said he spoke for many of his coworkers and asked Mr. Shimun to work toward a contract. Mr. Konick noted that since their contract had expired, the Fire Department had responded to over 16,000 calls and continued to represent the Town.

Vincent Muller, President of the Davie Firefighters Union, reported that their membership was unhappy about the lack of a contract and asked the Town to get serious about the negotiations.

Robert Belizaire stated that the living conditions at Station 68 were bad and had existed for too long. He feared that their experienced firefighters would leave for other departments because of the lack of a contract.

Councilmember Starkey asked Mr. Shimun why the workshop regarding Station 68 had been canceled. Mr. Shimun said the workshop had been rescheduled, not canceled and noted that the current issues at Station 68 were being addressed. The building was being rehabilitated which should be completed in 90 days. Mr. Shimun added that there was one item still being negotiated in the firefighters' contract.

Dan Frost thanked Mr. Shimun for his help resolving the Station 68 issue. Mr. Frost discussed the proposed Town development and attendant 60% population increase, and warned Council about the impact this would have on the water supply.

Dan Pignato, 6920 SW 56 Court, reported that 176 kids had participated in the Challenge Air event plane rides. Unfortunately, 260 kids had signed up, so a two-day event was planned for next year.

Mary Woods discussed the Davie shuttle bus service and said service had improved, but was still not good enough. She indicated that the bus service employees treated the handicapped riders badly and informed them they could not ride. She was angry at the treatment she had received. Mayor Truex said that Police Chief John George and Mr. Shimun were aware of the issues to which Ms. Woods referred, and assured her she was allowed to ride the bus.

Sylvia Clements advised that she was experiencing a problem obtaining public records regarding former Town Attorney Kiar. She said that Town employees had told her to go to Mr. Kiar's office for the records, and that she must leave a \$500 deposit for confidential files to be segregated, which was later reduced to \$100. Ms. Clements asked Mayor Truex why he wanted to keep Mr. Kiar on the payroll for six months at a cost of \$21,000 to \$23,000 per month.

Marlon Luis, 13251 SW 16 Court, announced his candidacy for the District 4 seat and encouraged everyone to vote in March.

Mayor Truex advised that staff had requested that item 6.7 be tabled.

Councilmember Paul made a motion, seconded by Councilmember Starkey, to table item 6.7 to February 21, 2007. In a voice vote, all voted in favor. (Motion carried 5-0)

Mayor Truex said the applicants for items 4.10 and 6.8 had requested those items be tabled.

Councilmember Paul made a motion, seconded by Councilmember Starkey, to table items 4.10 and 6.8 to February 21, 2007. In a voice vote, all voted in favor. (Motion carried 5-0)

Mayor Truex announced that the applicant had requested item 6.1 be tabled to March 7, 2007.

Councilmember Starkey made a motion, seconded by Councilmember Paul, to table item 6.1 to March 7, 2007. In a voice vote, all voted in favor. (Motion carried 5-0)

Councilmember Starkey requested item 4.1 be tabled to the next meeting. Mayor Truex requested all Council comments on redistricting be transcribed verbatim.

Councilmember Starkey made a motion, seconded by Mayor Truex, to table item 4.1 to the next meeting, and to request the verbatim transcription. In a voice vote, all voted in favor. (Motion carried 5-0)

#### **4. APPROVAL OF CONSENT AGENDA**

##### *Minutes*

- 4.1 November 1, 2006 (Regular Meeting) (tabled from January 17, 2007)
- 4.2 November 1, 2006 (Special Executive Session - Part I)
- 4.3 November 1, 2006 (Special Executive Session) (Part II)
- 4.4 November 9, 2006 (Workshop Meeting)

##### *Proclamation*

- 4.5 Bob Amchir Day (February 13, 2007)

##### *Resolutions*

- 4.6 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT TO MODIFY BULK WATER AND SEWAGE USER AGREEMENT BETWEEN THE TOWN OF DAVIE AND FERNCREST UTILITIES TO PROVIDE BULK WATER AND SEWAGE SERVICE; AND PROVIDING AN EFFECTIVE DATE. (tabled from January 17, 2007)
- 4.7 **STREET NAME** - A RESOLUTION OF THE TOWN OF DAVIE TO CHANGE THE  
R-2007-28 STREET KNOWN AS NORTHWEST SEVENTY-FIFTH TERRACE, IN DAVIE, FLORIDA TO READ BOB AMCHIR WAY NORTHWEST SEVENTY-FIFTH TERRACE
- 4.8 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,  
R-2007-29 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN MYSTIQUE ESTATES HOA AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL AND AUTHORITY TO ENTER PREMISES.

- 4.9  
R-2007-30      **AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**  
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CALVIN,  
GIORDANO & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES  
FOR THE WASTEWATER TREATMENT PLANT 4 MGD EXPANSION PROJECT.  
(\$549,028)
- 4.10      **AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA**  
AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO AMEND  
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF  
DAVIE AND EDSA FOR THE REGIONAL ACTIVITY CENTER (RAC) MASTER  
PLAN; PROVIDING FOR AN AMENDED SCOPE OF SERVICE TO COMPLETE  
SAID MASTER PLAN; PROVIDING FOR A FEE SCHEDULE AND PROJECT  
PHASING; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR  
SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE  
DATE. (\$77,750)
- 4.11  
R-2007-31      **AMENDED AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE,**  
FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AMENDMENT  
TO AN EXISTING LEASE AGREEMENT BETWEEN THE TOWN OF DAVIE  
AND AMERICAN TOWER CONCERNING THE MONOPOLE  
TELECOMMUNICATIONS TOWER LOCATED AT 6911 ORANGE DRIVE; AND  
PROVIDING FOR AN EFFECTIVE DATE. (Town to receive 50% of co-location  
revenue)
- 4.12  
R-2007-32      **CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE,**  
FLORIDA APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE  
TOWN OF DAVIE AND MICRO SYSTEMS CONSULTANTS INC FOR  
PROGRAMMING SERVICES. (\$15,000)
- 4.13  
R-2007-33      **CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MILLER  
LEGG, FOR COST RECOVERY CONSULTANT SERVICES.
- 4.14  
R-2007-34      **CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAND  
DESIGN INNOVATIONS INCORPORATED, FOR COST RECOVERY  
CONSULTANT SERVICES.
- 4.15  
R-2007-35      **CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CALVIN  
GIORDANO & ASSOCIATES, INC FOR COST RECOVERY CONSULTANT  
SERVICES.
- 4.16  
R-2007-36      **CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LEIGH  
ROBINSON KERR & ASSOCIATES, INC. FOR COST RECOVERY  
CONSULTANT SERVICES.



- 4.17  
R-2007-37      **BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE AWARD OF THE BID FOR POTABLE WATER AND WASTEWATER POLYMERS TO FORT BEND SERVICES (DEWATERING POLYMER), TROPICHEM ENTERPRISES (STARCH) AND ATLANTIC COAST POLYMERS, INC. (POTABLE WATER POLYMER) (\$68,832)**
- 4.18  
R-2007-38      **BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDED THE BID TO ENTERPRISE LEASING COMPANY FOR THE SUPPLY OF LEASED VEHICLES FOR THE TOWN OF DAVIE POLICE DEPARTMENT'S FLEX LEASE RENTAL PROGRAM.**
- 4.19  
R-2007-39      **BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS, NOT TO EXCEED \$13,000.00, FOR THE PURCHASE OF TWO NEW K-9 DOGS FOR THE DAVIE POLICE DEPARTMENT K-9 UNIT. (K.A. Mathias Company d/b/a Orchard Knoll Kennels, Inc.) (not budgeted - not to exceed \$13,000)**
- 4.20  
R-2007-40      **BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR PRINTING AND MAILING THE DAVIE UPDATE. (\$30,000; Miami Offset for printing and Gilmore Associates, Inc. for mailing)**
- 4.21  
R-2007-41      **GRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING APPLICATION, APPROVAL AND EXECUTION FOR A GRANT UNDER THE STATE OF FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM FOR CHILDREN. (\$15,000)**
- 4.22  
R-2007-42      **GRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPLICATION FOR A GRANT FROM THE EMERGENCY MANAGEMENT, PREPAREDNESS AND ASSISTANCE TRUST FUND FOR A FIXED GENERATOR; AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT IF AWARDED (NO MATCHING FUNDS).**
- 4.23  
R-2007-43      **GRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPLICATION FOR A \$50,000 GRANT FROM THE EMERGENCY MANAGEMENT, PREPAREDNESS AND ASSISTANCE TRUST FUND FOR AN 8" TRAILER MOUNTED SEWAGE PUMP; AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT IF AWARDED (WITH \$50,000 MATCHING FUNDS).**
- 4.24  
R-2007-44      **AIRPORT NOISE - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE AIRPORT TRANSPORTATION ADVISORY BOARD'S MOTION TO NOTIFY IN WRITING AIRLINES WHOSE AIRCRAFT IMPACT DAVIE NEIGHBORHOODS IN A DETRIMENTAL MANNER DUE TO LOUD NOISE AND TO RELEASE SAID INFORMATION TO THE MEDIA, AND PROVIDING FOR AN EFFECTIVE DATE**

- 4.25  
R-2007-45      **DELEGATION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO CHANGE THE RESTRICTIVE NOTE ON THE PLAT KNOWN AS THE "DAVIE TROPICANA REPLAT," AND PROVIDING AN EFFECTIVE DATE. (DG 7-1-06, Three Oaks Business Center, 5951 Orange Drive)
- 4.26  
R-2007-46      **VACATION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, TO VACATE A 15' DRAINAGE EASEMENT FROM THE "DAVIE TROPICANA" PLAT; TO VACATE A 20' DRAINAGE EASEMENT FROM THE "DAVIE TROPICANA REPLAT," AND PROVIDING AN EFFECTIVE DATE. (DG 7-2-06, Three Oaks Business Center, 5951 Orange Drive)
- 4.27  
R-2007-47      **VACATION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, VACATING A 60' INGRESS/EGRESS EASEMENT FROM THE "DAVIE TROPICANA REPLAT," AND PROVIDING AN EFFECTIVE DATE. (DG 7-3-06, Three Oaks Business Center, 5951 Orange Drive)
- 4.28  
R-2007-48      **VACATION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING TO VACATE THE NON-VEHICULAR ACCESS LINE ON THE "DAVIE TROPICANA REPLAT," AND PROVIDING AN EFFECTIVE DATE. (DG 7-4-06, Three Oaks Business Center, 5951 Orange Drive)
- 4.29  
R-2007-49      **VACATION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING TO VACATE 10' UTILITY EASEMENT ON THE "DAVIE TROPICANA REPLAT," AND PROVIDING AN EFFECTIVE DATE. (DG 7-5-06, Three Oaks Business Center, 5951 Orange Drive)
- 4.30  
R-2007-50      **PLAT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE "COLONNADE AT UNIVERSITY" AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR'S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE. (P 5-3-05, Colonnade at University, 4640 University Drive) *Planning and Zoning Board recommended approval*
- 4.31  
R-2007-51      **FARM PARK** - A RESOLUTION OF THE TOWN OF DAVIE FLORIDA, ACCEPTING A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE DEVELOPMENT AND OPERATION OF THE DAVIE FARM PARK BY PROJECT STABLE AND PROVIDING FOR AN EFFECTIVE DATE
- 4.32  
R-2007-52      **FARM PARK** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE DEVELOPMENT AND OPERATION OF THE DAVIE FARM PARK BY BROWARD COUNTY FARM BUREAU AND PROVIDING FOR AN EFFECTIVE DATE

### *Quasi-Judicial Consent Agenda*

- 4.33 SP 5-2-05, Three Oak Business Center, 5951 Orange Drive (B-2) *Site Plan Committee recommended approval subject to the staff report and all staff's recommendations plus the following: 1) that there be pavers on all sidewalks and crossings which connect the outer sidewalks and across the vehicular access points to be included; 2) that the existing trees would be removed one time only and all proper protection would be provided to them during construction; 3) on the north side of the building, add additional doors with landings onto the pavement; 4) that on the photometrics, increase lighting on the front of the building to an average of 3.0 candle-foot; 5) build-out vertical architectural details on the front of the building to a minimum of four inches and correct plan A-2 accordingly; 6) the top of the mansard roof must be a minimum of five-feet above the deck on all elevations in order to screen the air conditioning units; 7) on page A-3, correct the height of the top of beam on the east and west elevations; and 8) tone down the roof color and present choice for staff's approval*
- 4.34 SP 9-4-06, Regency Commons, 5351 South University Drive (B-3) *Site Plan Committee recommended approval subject to the staff report and all staff's recommendations and the following: 1) to reduce the number of compact parking spaces from 54 to 42 on SP-1; 2) change the two rows of parking on the east and south sides of building C to full size, ten-foot parking spaces; 3) relocate the compact parking spaces to abut the north and/or south property lines; 4) recalculate the parking calculations for medical use utilizing one space for 200 square-feet as opposed to one space for every 210 square-feet as shown; 5) relocate both dumpster enclosures by building C to the north property line and adjust the parking accordingly; 6) straighten out dumpster enclosure to the west of building E to a 90-degree angle; 7) the top of the parapet must be a minimum of five-feet above the roof deck on all of the buildings; and 8) add two dumpster enclosures, one at building A and one at building B and provide plans to staff for their approval.*

Councilmember Starkey pulled items 4.12 and 4.24 from the Consent Agenda. Councilmember Paul pulled items 4.5 and 4.7, to be discussed together, and item 4.6. Mayor Truex pulled items 4.31 and 4.32.

Councilmember Starkey made a motion, seconded by Vice-Mayor Crowley, to approve the consent agenda minus items 4.5, 4.6, 4.7, 4.12, 4.24, 4.31 and 4.32. In a voice vote, all voted in favor. (Motion carried 5-0)

## **5. DISCUSSION OF CONSENT AGENDA ITEMS**

4.5 Councilmember Paul introduced Donna and David Amchir and read the proclamation. Councilmember Paul announced that NW 75 Terrace would be rededicated to Mr. Amchir.

Councilmember Paul made a motion, seconded by Councilmember Starkey, to approve item 4.5. In a voice vote, all voted in favor. (Motion carried 5-0)

4.7 Councilmember Paul made a motion, seconded by Councilmember Starkey, to approve item 4.7. In a voice vote, all voted in favor. (Motion carried 5-0)

Mr. Amchir promised the Toy Run would continue.

4.6 Councilmember Paul wanted to include the provision that Ferncrest would assume all expenses incurred as a result of the agreement, and that the residents' rates be lowered to match those paid by other residents.

Sam Poole, representing Ferncrest, said the bulk agreement provided a purchase price \$0.25 per 1,000 gallons less than the rate charged other customers. This should cover the cost of any needed additional staff.

Mr. Shimun confirmed that the staff portion of the agreement had been eliminated during negotiations. Mr. Poole said the agreement specified that the rate would be adjusted to remain \$0.25 less than other rates if those changed. He explained that this contract would result in a \$6,000 per year loss to Ferncrest. This was agreed to because the Town was considering acquiring Ferncrest, and these negotiations should be settled within 30 months. At the end of that period, if Ferncrest remained a separate entity, it would be responsible to add equipment required to meet higher water quality standards, and would seek a substantial rate increase to cover these costs. This agreement was meant to accommodate that 30-month negotiation period.

Councilmember Starkey felt there might be other legal issues. She thought Ferncrest had failed to meet water quality standards. Mr. Poole said Ferncrest must initiate installation of the new equipment needed to meet new water quality standards within six to nine months if they were to remain the independent utility. Councilmember Starkey wanted Mr. Cherof to review this before she approved it.

Vice-Mayor Crowley had no problem with approving this item as it was. He felt the most important issue was improved water quality.

Vice-Mayor Crowley made a motion, seconded by Councilmember Caletka, to approve.

Mayor Truex suggested tabling the item to the next meeting. Vice-Mayor Crowley withdrew his motion.

Vice-Mayor Crowley made a motion, seconded by Councilmember Caletka, to table to the next meeting [February 21, 2007]. In a voice vote, all voted in favor. (Motion carried 5-0)

4.12 Councilmember Starkey wanted this item to go out for a bid. Councilmember Caletka said he had compared rates and this amount seemed below market.

Councilmember Caletka made a motion, seconded by Vice-Mayor Crowley, to approve. In a voice vote, with Councilmember Starkey dissenting, all voted in favor. (Motion carried 4-1)

4.24 Councilmember Starkey thanked the Airport/Transportation Advisory Board for the recommendation.

Councilmember Starkey made a motion, seconded by Vice-Mayor Crowley, to approve. Vice-Mayor Crowley suggested the language regarding the high-noise air carriers should be more specific. Councilmember Starkey explained the statistics and stated that whether one judged using the days' average or per single event, the same carriers tended to be responsible for excessive noise at certain times. In a voice vote, all voted in favor. (Motion carried 5-0)

4.31 Councilmember Paul said this was a commitment from Project Stable and the Farm Park that was already included in the grant application and their letters of support to the Florida Communities Trust. This reaffirmed their commitment.

Councilmember Paul made a motion, seconded by Councilmember Caletka to approve. In a voice vote, all voted in favor. (Motion carried 5-0)

## 6. PUBLIC HEARING

### *Ordinance - Second and Final Reading*

- 6.1 **REZONING** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 12-2-04, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM MH-10, MOBILE HOME DISTRICT TO RM-10, MEDIUM DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (ZB 12-2-04, Colonnade Construction Group/Ponderosa Development, Inc., 4701 and 4631 SW 73 Avenue) (tabled from December 20, 2006) *Planning and Zoning Board recommended denial {Approved on First Reading on January 17, 2007. The vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - no; Councilmember Paul - no; Councilmember Starkey - yes}*

This item was tabled earlier in the meeting.

### *Ordinance - First Reading (Second and Final Reading to be held at a later date)*

- 6.2 **LAND USE** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING FOR TRANSMITTAL THE APPLICATION LA 05-02, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN LANDS FROM: "RESIDENTIAL ONE DWELLING UNIT PER ACRE", TO "COMMERCIAL"; AND AMENDING THE TOWN OF DAVIE COMPREHENSIVE PLAN BY ADDING POLICY GROUP 28 RELATING TO DEVELOPMENT WITH DIRECT ACCESS OFF A LIMITED HIGHWAY"; PROVIDING FOR INCLUSION, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. (LA 05-02, Laystrom/Carroll - The Commons, SW 26 Street and Shotgun Road) (tabled from December 6, 2006) *the Local Planning Agency's original motion was to approve which resulted in a tie vote automatically tabling the item; however, the Local Planning Agency reconsidered the motion and ultimately denied the request to allow the item to move forward to Council*

Later in the meeting, Mr. Cherof read the ordinance by title. Mayor Truex announced that a public hearing on the item would be heard at a later date.

Bill Laystrom, representing The Davie Commons Holding Corporation, introduced Ken Bernstein and Jodie Siegel from Turnberry Associates. Mr. Laystrom said demographically, this project fit in perfectly with Aventura Mall and the Boca Town Center Mall, and was perfect for the target area. The project incorporated retail/office space and a 300-room hotel.

Mr. Laystrom described the process the project must go through for approval at the local, state and county level. He stated the commitments the applicant was willing to make this evening in writing: no access to Shotgun Road, agreement to fund certain staff-requested programs, and prohibition of certain uses. Mr. Laystrom noted that two citizen participation meetings were held in 2005, and they had also performed door-to-door and outreach in Town. He distributed a book of support forms, emails, letters and resolutions expressing support for the project.

Mr. Laystrom gave a PowerPoint presentation on the project and stated it was "completely different than what you've seen before" in a shopping venue. Considering the proximity to the airport and port, Mr. Laystrom felt it was also a prime location for corporate offices. Mr. Laystrom said they were working with FDOT to use the Arvida interchange for access.

Mr. Laystrom explained there were five districts for different uses. He remarked that this would not be a phased project, it would be built and Certificates of Occupancy would be obtained all at once. Mr. Laystrom said they had agreed to follow the California Night Lighting ordinance. He

promised that if they were unable to gain I-75 access, the project would not move forward. Mr. Laystrom described traffic entry and flow onto the site to the offices and the retail space, and stated that the number of trips from inside the Town of Davie to the site would be approximately 350 per day. He pointed out that if this were developed as single-family homes, the site would generate 1,500 trips per day. Mr. Laystrom stated that the Town had hired its own traffic consultants who confirmed the accuracy of Mr. Laystrom's traffic study.

Mr. Laystrom noted the difference in tax revenue between developing this property as residential or mixed-use property. He estimated The Commons would be worth \$400,000,000 when it opened. Property taxes and other fees would result in a total yearly revenue of \$3.7 million. The Commons would also pay to maintain its own roads, and cover the costs for law enforcement and fire service. The net revenue would be \$3.522 million. If the site were developed as single-family homes, the revenue would be approximately \$1.133 million per year. After costs, net revenue would be approximately \$866,000 per year. Mr. Laystrom claimed that approval of this project would allow the Town to pay for the maintenance costs of their parks, and cover the costs of hiring new Police officers and Fire personnel.

Mr. Laystrom listed the terms of the development agreement: no access to Shotgun Road; funding for fighting any third party's attempt to open any other access; maintenance of buffer, berm and site landscaping, and its replacement within 60 days of a storm event; use restrictions, such as no Wal-Mart, no Home Depot, no adult facilities, no standalone grocery; heights restricted to 60 feet; hours, lighting, and acoustic design limitations; link to eastern Davie for employment purposes; limits on deliveries and noise; 24-hour security; directional signage; limit on construction hours and access; construction/employment preference to Davie residents. Mr. Laystrom said the agreement would continue with the land, no matter who owned it.

Mayor Truex asked the other Council members if they would reconsider the Lorson Professional Campus from the previous meeting. He had spoken with the developer, and said he would agree to tabling the item for six months if the developer could get access to University.

Mayor Truex made a motion, seconded by Vice-Mayor Crowley, to reconsider items 3.9 and 3.26, the Lorson Professional Campus plat and site plan from the previous meeting. In a voice vote, all voted in favor. (Motion carried 5-0)

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to table those items for 60 days. In a voice vote, with Councilmember Paul out of the room, all voted in favor. (Motion carried 4-0)

Mayor Truex recessed the meeting at 9:35 p.m. and the meeting reconvened at 9:44 p.m.

Mayor Truex explained that the homeowner's association would be allowed one hour for their presentation, then the public would speak. The association and the applicant would then be allowed time for a summary.

A resident was opposed to the project because of the potential noise generated, which would disturb the adjacent residential neighborhood. She felt the construction of the wall would disturb wildlife. Considering the proximity of other large malls, she wondered if one more was needed or if the land could be put to better use, such as a park and/or animal rescue center.

Warren Niles, president of the Highland Ranches Homeowners Association, introduced Amy Huber, their attorney.

Ms. Huber stated they were here to oppose the land use change. She referred to Florida court opinions regarding changes to comprehensive land use plans, noting that courts had “consistently held that your comprehensive plan is like a constitution for development and zoning within your town.” Ms. Huber stated that Section 12-304 contained the ten criteria for consideration of a change of use, and this project was in conflict with six of the ten criteria.

Ms. Huber stated the project was “contrary to the adopted comprehensive plan... or any element of portion thereof.” She cited policies written in the Town’s Evaluation and Appraisal Report [EAR], which noted that the growth should “support and complement the Town of Davie’s quality of life,” and also referred specifically to directing this growth to be in the downtown area. Ms. Huber said that in preparing the EAR, staff had identified areas where commercial development was most appropriate, and west Davie was not one of the areas. She felt this project would negate their entire redevelopment proposal.

Ms. Huber stated that the project would create an isolated district unrelated and incompatible with adjacent and nearby districts which was directly opposed to the second criterion, as well as land use policies that stressed that development must be compatible with existing adjacent land uses and communities. She listed the various modifications and additions from the development agreement that the developer had included to make the project compatible, and noted that if the project were truly compatible, such barriers and restrictions would be unnecessary. Ms. Huber noted that these modifications, instead of integrating the project into the Town, made it a totally separate entity, with its own regulations, police and fire service, and roads.

Ken Farkas, 15752 SW 15 Street, presented a slide show, and noted that I-75 had always provided a buffer between the residential and commercial development. He described changes the project would bring to the residential area. Mr. Farkas reported that Highland Ranches and other homeowners associations had voted unanimously to oppose the project.

Mr. Farkas did not agree with Mr. Laystrom’s opinion that the land was undesirable for residential development just because of its proximity to I-75 and the existence of overhead power lines. Mr. Farkas also projected that property taxes paid by residential development would exceed Mr. Laystrom’s projections. Mr. Farkas compared this project to the Aventura Mall, and referred to crime statistics from 2006 that indicated 39% of all arrests in Aventura occurred at the mall. He felt that the traffic exiting I-75 would interfere with residential traffic in the area. Mr. Farkas described several Florida malls and how many entrances each had. He said the developer had promised to reassess the traffic situation five years after the mall opened, and Mr. Farkas believed an additional entry/exit would be required. He added that Shotgun Road would be the only option.

Mr. Farkas pointed out that the developer’s renderings did not include any six-story and noted that this was because of the visibility of a 60-foot building from the surrounding area, despite the 30-foot berm. He presented photos of the Galleria Mall, which had a 45-foot berm, showing a 61-foot structure that was very visible from the surrounding neighborhood.

Mr. Farkas asked Council, “Don’t sell out our lifestyle and don’t change what defines Davie, don’t allow a land use change.”

Ms. Huber said Mr. Farkas’s presentation showed the project would “adversely affect living conditions in the neighborhood or the Town of Davie,” contrary to the fourth criterion.

Regarding the fifth criterion, concerning an increase in traffic congestion, or other public safety issues, Jackie Simmons 2601 SW 155 Lane, presented traffic data for Arvida Parkway, and asked what would happen when an accident affected the single access point to the mall.

Mayor Truex asked why the homeowner’s association had not commissioned their own traffic report, when the developer had offered to pay for it. Ms. Huber said they had not been able to find a company to perform the study that had no conflict, and they also felt it was the Town’s responsibility to do this, not the residents’ responsibility.

Ms. Simmons did not believe the wall would provide noise relief for residents located to the south of the project. She felt the real issue was possible future access to Shotgun Road, which would prove inevitable.

Ms. Huber referred to criterion eight: “Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the welfare of the general public,” and felt this would certainly be the case.

Mr. Niles stated that only the developer would benefit, and nearby residents would lose. He said that residents wanted the land left for residential development. Mr. Niles asked Council to “do what you promised to do and what previous Town Councils have promised.”

Ms. Huber introduced Broward County Property Appraiser Lori Parrish, to discuss the tax revenue issues concerning the tenth criterion, regarding the Town’s tax base. Ms. Parrish noted that Fishkind & Associates had been given the wrong numbers with which to create their report. Ms. Parrish explained the developer’s projected tax revenues were based on an incorrect [higher] millage rate, and presented her own figures, which, when projected out to 2020, showed the developer’s figures to be inflated by \$6.5 million, approximately one-half million dollars per year. After computing for other taxes and fees, Ms. Parrish stated that net revenue would actually be \$373,639. She indicated that the revenue from single-family residential development would net \$1,033,580. Ms. Parrish explained the figures she had used to create her estimates.

Ms. Huber summarized that the change was inconsistent with the Town’s comprehensive plan; it would create an isolated, incompatible district; it would adversely affect neighborhood and Town living conditions; it would create an excessive increase in traffic congestion and affect public safety; it would constitute a grant of special privilege to the owner, and it would not contribute the revenue the developer had claimed. She asked Council to stand by the Town’s land use plan.

Dan Pignato, 6920 SW 56 Court, supported the project, and felt those who opposed it did not want it in their backyards. He noted the tax revenue the project could contribute and said the Town’s teens would benefit from the jobs the project provided.

Mike Merolle, 13640 SW 29 Street, said he had enough growth, and asked Council to keep the property residential.

Ken Fortier, 13161 SW 29 Court, said his homeowner’s association was not contacted by the developer regarding the project. He felt changing the land use would set a bad precedent, and asked Council not to approve the project.

Max Milam, 1480 SW 155 Avenue, was most concerned with the increase in crime he feared the project would bring. Mr. Milam thought the project “screams non-compatibility.”

Bob Nettina, 510 Greateon Avenue, wondered how the developer could consider a project of this size with only one entrance.

Pete Salvo, 2700 SW 155 Lane, was concerned about the possible crime increase, and related statistics from area malls.

Miriam Farkas, 2240 Shotgun Road, said residential development would have more of an impact on her property in terms of increased traffic and noted that the additional number of kids enrolled in schools. She preferred this project to residential development and reported she had not received anything from the developer.

Robert Cooper, 15000 SW 24 Street, said he liked living in a peaceful neighborhood. He stated his opposition to the project.

Michael Giacin, 2681 SW 156 Avenue, said he opposed the project because it was adjacent to three residential neighborhoods. He was concerned about noise, traffic, and crime issues.

Jeff Cohen, SW 141 Terrace, felt something was seriously wrong with the way the Town functioned. He pointed out that the Commons project was clearly not in compliance with the Town’s policies or the Comprehensive Plan, and was not compatible with the surrounding areas. He wondered



how Town staff did not deny the application, since it was their job to enforce Town policies. Mr. Cohen felt it unfair to compel the residents to attend Council meetings a few time a year to lobby Council to prevent development they felt their ordinances already prevented and Town staff should be enforcing.

Doreen Campbell, 2230 SW 139 Avenue, stated that residential real estate, not malls, had kept the Florida economy thriving for the past five years. She felt a mega-mall and a Town were incompatible. She felt this was an opportunity for “Davie to show everyone that our government is not for sale at any price, no matter what the trend is in South Florida.”

Hans Lankutis, 14101 SW 27 Court, suggested other uses for the property that would bring revenue to the Town and require a change to the Comprehensive Plan. He wondered why developers came to Council periodically to request changes for projects that were not allowed per the Comprehensive Plan.

Linda Taylor, 14990 SW 20 Street, was concerned that Oak Hill and Vista Lakes residents had not been notified about the project. She was worried about traffic issues.

Patrick Maloney, 14075 SW 44 Street, said he had moved to Davie within the year pursuing the equestrian lifestyle and the move had resulted in a tripling of his property taxes. He felt the Council was considering a “bait and switch on the residents...”

David Oakes, 4001 SW 108 Terrace, said he was currently a member of Town’s Budget Advisory and Airport/Transportation Adsvisory Committees, both of which endorsed the project. He felt the project was needed to provide future tax revenues and asked Council to approve it.

Kamal Jani, 15000 SW 35 Street, felt nearby homeowners would put their homes up for sale if the project were approved, reducing tax revenues.

Suzie Becker, 13291 SW 41 Street, felt Homeland Security and FDOT would not allow the project to have only one entrance/exit and local roads would invariably be affected. She wondered where the power for the project would come from. Ms. Becker noted that western Davie needed to build schools due to the deteriorated condition of existing schools.

Pat Sacco said she was present on behalf of the Davie/Cooper City Chamber of Commerce, which had voted to support the Commons. She presented Mr. Muniz with their resolution regarding the project.

Jim Inklebarger, 2321 SW 98 Terrace, represented the Pine Island Ridge Board of Governors, and read a letter of endorsement for the project from the Pine Island Board. He took issue with some of the figures presented by Ms. Parrish.

Ed Scheffler, 5550 NW 44 Street - Lauderhill, stated his support of the project.

Ellis Traub, 13220 SW 32 Court, said he had spoken with 57 members of his community, and 55 of them were in favor of the project. He trusted the opinion of the professionals on Town staff that the project was in keeping with the Comprehensive Plan.

Janice Carulli, 15434 SW 31 Street, thanked the developer for conferring with residents and trying to create a compatible design, but felt there would be trouble with the facility in the future regarding traffic. She worried that if FDOT refused to allow the development with one entrance, the property would be sold to another developer who would not consult the residents on its projects. Ms. Carulli noted the failure of other area malls and was not sure the Commons could support high-end retail establishments.

Terry Santini, 4001 SW 108 Terrace - member of the Davie Community Redevelopment Agency, said plans to redevelop downtown were impossible because the infrastructure was inadequate. She felt the Town needed to seek new sources of revenue for the future. Ms. Santini reminded everyone that the Town had an approved economic development plan that defined areas for commercial development that would allow the Town to keep their rural feel. These areas were along SR 441, 595 and I-75.

David Stafford, 13210 SW 32 Court, supported the project because it would help provide revenue for the Town’s maintenance.

Patti Koch, 1762 SW 103 Lane, stated her support for the project and felt it would provide additional revenue for the benefit of all Town residents.

John Pisula, 2933 SW 136 Avenue, felt this was a “short-term fix” for the Town’s revenue needs. He felt the recently approved SR 441 corridor program would be an enormous boon for the Town. Mr. Pisula thought it was not necessary to put commercial development in a residential neighborhood.

Manfred Schweitzer, 15107 SW 36 Street, was opposed to the project. He believed that allowing the project would alter “the balance, the focus, the organization and the logic of this town...”

Tom Green, 1800 SW 116 Avenue, was concerned about quality of life issues such as traffic, noise, water quality and crime. He favored smart growth, which would involve homes or a smaller scale commercial development.

Dan Barr, 13323 SW 40 Street - member of the Budget Advisory Committee, stated that the Committee supported the project. He wondered why officials from the City of Weston would be speaking, and suggested that they had a lot to lose if The Commons were built in Davie, as Weston businesses would suffer.

Kim Fernandez, 15876 SW 17 Street, said she was concerned about the potential crime and traffic increase.

Arlene Azquierdo, 13284 SW 43 Street, said million-dollar homes were not located near malls. She was concerned about people from “a lot of undesirable places” coming to The Commons.

Councilmember Starkey wanted to hear from Davie residents before hearing from residents from other municipalities.

Councilmember Starkey made a motion to take the residents of the Town of Davie first in the public hearing and then hear from residents from other towns. Motion died for lack of a second.

Steve Amarant, 13360 SW 43 Street, was most concerned with the traffic impacts. He also noted that there was no question that tax revenues would increase because of this project, but did not feel it was worth the other potential negative impacts.

City of Weston Mayor Eric Hersch noted the regional effect of this project, and felt Council must be mindful of the impact on the entire area. He pointed out that this was not a case where a “vested right” was at stake and Council could use their judgment. Mayor Hersch felt that the only people that really won in this whole process are the lobbyists, lawyers, and consultants.

Weston City Manager John Flint requested copies of all items presented. He asked if this would be an independent or dependent community development district. Mr. Flint felt the Weston Commission and the Davie Council shared a common priority of public safety. He said that the City of Weston had consulted the Florida Highway Patrol and Broward County Emergency Management Department and had hired consultants pursuant to their concerns. Mr. Flint felt this project presented a peril to Davie, Weston, and other towns along the I-75 corridor.

Charles Fisher, representing James Lee Witt and Associates, said his firm had analyzed the project’s severely limited access points. Ed Cannon said he had considered the project from an emergency management and planning perspective and he was primarily concerned about the single access point in the event of a disaster. He noted that the walls, berms and lakes presented additional challenges to any evacuation.

Mitchell Chester, 10391 SW 16 Place, said they must not allow development to be frozen by a threat of terrorism. He felt the berms made the project compatible with the surrounding community and the project would provide jobs and revenue to help fund additional police personnel.

Norm Blanco, 2050 SW 72 Avenue, representing The Associations in Harbor Drive, said he had presented Mr. Muniz with several endorsements representing approximately 6,000 Davie residents. He listed previous projects he felt were incompatible, but had been supported because of the tax revenue they would provide. He asked Council to approve The Commons.

Lazlo Kis, 2641 SW 155 Lane, said he had moved to his neighborhood seeking a rural lifestyle and hoped this would not change.

Davie Police Sergeant Rich Moore presented a letter from the union president expressing support for the project. He felt the project would provide additional funds for added services and equipment to enhance public safety, and would be a destination of which the Town could be proud.

Sy Dorn, 6440 SW 42 Street and CRA and Davie/Cooper City Chamber of Commerce Board member, felt residents of other municipalities should not be speaking at this meeting.

Laurie Brasner, 3413 Dovecote Meadow Lane, stated there was no appropriate office space in the Town and, therefore, she supported the project. She felt the project would provide additional tax revenue for the future.

Fiona Cohen, 2940 SW 155 Lane, said she had sought “peace and tranquility” and had researched proposed land use changes prior to moving to her home in Davie and discovered there were no changes proposed until 2015. She was worried that if the land use was changed but FDOT opposed the Commons, some other commercial development could be built and additional entrances onto Shotgun Road would be required. Ms. Cohen felt that “common sense and compatibility with the space you have and the surrounding neighborhood has to prevail.”

Cyndi Richards, 14091 SW 26 Court, said she had lived in Sunrise prior to the Sawgrass Mall’s development, and noted the detrimental effect this had on the surrounding areas. She asked Council to refuse the request.

Michelle Knipp, 15587 SW 20 Street, said she had done research as Ms. Richards had, and opposed the project. She was concerned about the impact of construction, the possible increase in crime, and the “sheer absurdity of a single entrance.”

Robert Phillipson, 10998 Garden Ridge Court, supported the project and felt it would be an upscale destination and it would add to the tax base.

Neil Kalis, 7320 Griffin Road, supported the project. He felt that in the past, the Town had failed to capitalize on opportunities when they presented themselves, and now opportunities were disappearing.

Stuart Podel, 14151 SW 26 Court, was opposed to the project and he did not feel there was an economic demand for this type of development now. He said the jobs the project would provide were not needed at this time and he felt the single access point was comical. Mr. Podel favored an “expand on demand” project should be considered.

Damon Carroll, 2701 SW 154 Lane, suggested the project be moved to a more appropriate commercial location. He felt that if the project suited the area, it would not need all of the remediation.

Linda Hall, 14701 SW 26 Street, opposed the project in a residential neighborhood and asked Council to consider the nearby residents.

Scott McLaughlin, 5016 South University Drive, supported the project. He acknowledged that the project did not fit in with the neighborhood, but felt the project would be isolated enough for the neighborhood to be unaffected.

Elroy Zart, a Vista Lakes resident, said he had moved to Davie, despite a 500% increase in property taxes, because he desired the lifestyle. He felt this project represented a lifestyle/economic choice and asked Council to refuse the request.

Jason Diamond, 15017 SW 20 Street, said he opposed the project. He said that at some point, an additional access point would be required.

Mark Milrot, 15467 SW 20 Street, was opposed to the project because it did not fit in with the neighborhood. He felt the 100-foot berm would block his family’s view of the sky.

Dawn Shevlin, 2600 SW 154 Lane, stated that western Davie was a rural area. She feared an increase in crime if the Commons were built, and a decrease in property values.

Sylvia Clements was concerned how deep the lake would need to be dredged. She remarked on the early, long hours at construction sites, and the disruption and noise this would create.

Chet Romano, 15917 SW 20 Street, said he had checked the land use of the area when he purchased his home, and felt it was not right to change the use now. Mr. Romano did not feel the project fit in with the surrounding community, or was needed by the community.

(see attached for verbatim minutes)

Mr. Kutney informed Councilmember Caletka that he could recall no project like this coming through Davie in the last 20 years. He explained the process staff used to consider the project.

Vice-Mayor Crowley was concerned about the single access point and other issues, but he supported moving the project forward now.

Councilmember Paul stated her opposition to the project, and said she was scared “to death” that FDOT would open up their right-of-way on 26th Street from I-75 to Shotgun Road. She read a portion of a letter from Rick Chesser at FDOT, dated 2003, indicating a connection between the Arvida Parkway and Shotgun Road to access The Commons was the only acceptable option. She stressed that FDOT did not require Davie’s approval for this. Councilmember Paul indicated that if Council had concerns, Council should not be transmitting the request and not put the residents “through hell for another year - it had gone on long enough.”

Councilmember Paul discussed a 2000 research study conducted by Fishkind on the cost benefit of development versus land preservation. The study spoke on the most effective argument of in favor limiting growth involved quality of life factors, vehicular traffic, greenhouse emissions, the amount of fuel, vehicular traffic, air pollution, contribution to global warming etc. She pointed out that once the project was built, the traffic problems could not be mitigated.

Councilmember Paul stated that she had worked for nine years to protect and preserve the Town and try to keep “some common sense in the development.” Councilmember Paul stated that if a master plan had been developed when she had first requested, the Town would not be going through this. She said that she had supported open space and was trying to save what was left of the Town’s rural past as it was what separated the Town from the other big cities in Broward County.

Councilmember Paul stated that a number of e-mails had been received from a “nobody” server which she imagined was from The Commons website; however, someone must “have messed up when they were sending stuff because we got some things under a bulk address” and one e-mail asked that she approve The Commons land use application. At the end of the e-mail, it indicated “You do realize that this kind of internet forum can be automated with a webbot on a list of e-mail addresses to generate fake e-mails.” Councilmember Paul indicated that this indicates that the ID’s could be fake and she contacted a few residents who she thought were opposed but she had received an e-mail from them indicating their support. These residents did not know how she had received an e-mail in support as they had gone to the website to ask questions but had not authorized an e-mail. Councilmember Paul indicated there was a discrepancy in the e-mails that Council had received.

Councilmember Paul stated that she could not see taking the chance of hoping that FDOT would deny the request. She said that if Council was interested in stopping the request, the request should not be transmitted. Mr. Laystrom advised that FDOT’s position had changed since the 2003 letter was written.

Councilmember Starkey said she had received many emails and phone calls in favor of the project and said her decisions were based on the best interests of the Town, not current public opinion. She noted how the developer had responded to the community’s concerns and said that the developer had also acknowledged that this was not a guaranteed right because it was being transmitted. Councilmember Starkey said she would support sending the project on for review by other agencies.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to approve subject to site plan approval and public agencies' approval through the transmittal stage.

Councilmember Starkey suggested adding "staff recommendations and what the applicant had attested to during this proceeding." Vice-Mayor Crowley added, "subject to the staff recommendations and the testament from the applicant himself." Mayor Truex clarified, all affirmative things the applicant had either offered or agreed to during their meeting. Vice-Mayor Crowley noted that Council would have the opportunity to review some items again, such as the development agreement, but "the main thing is approvals from the other agencies that they have to transmit to and also the site plan." [see attached conditions]

Mayor Truex said he would vote in favor of the project because the Town was not going to remain solvent in perpetuity something was not done. He admitted that money was a big part of it, but felt it would not be a detriment to the neighborhood. Mayor Truex stated that the project might be turned down in the future unless there was a 100% guaranteed that there could not be a connection to Shotgun Road. He said he would oppose the project if there was "a 1% chance it could happen in the future."

In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - no; Councilmember Starkey - yes. (Motion carried 4-1)

*Ordinances - First Reading (Second and Final Reading to be held February 21, 2007)*

6.3 **RELEASE** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PETITION FOR THE RELEASE OF A CANAL RESERVATION AND ROAD RIGHTS-OF-WAY FOR THE NORTHEAST CORNER OF FLAMINGO ROAD AND ORANGE DRIVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Earlier in the meeting, as no applicant was present, Vice-Mayor Crowley made a motion, seconded by Councilmember Paul, to table item 6.3 to February 21, 2007. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

6.4 **VACATION** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING VACATION PETITION VA 7-1-05 "THREE OAK BUSINESS CENTER", VACATING PUBLIC RIGHT-OF-WAY AS SHOWN ON THE PLAT OF "DAVIE TROPICANA REPLAT", AS RECORDED IN PLAT BOOK 165, PAGES 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (VA 7-1-05, Three Oaks Business Center, 5951 Orange Drive) *Planning and Zoning Board recommended approval*

Mr. Cherof read the ordinance by title. Mayor Truex stated the public hearing on this item would be held on February 21, 2007.

Mayor Truex opened the public hearing portion of the meeting.

Stephanie Grindell, 2900 SW 155 Lane, asked what the public purpose was for the vacation.

Mayor Truex closed the public hearing.

An unidentified woman explained that the traffic way had been reduced and this was requested to make this property developable as an office building.

The project architect referred to the site plan, and noted that the vacated area would be landscaped near the street. Any parking would be located closer to the building, far from the property line.

Vice-Mayor Crowley made a motion, seconded by Councilmember Paul to approve. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

*Quasi Judicial Items*

- 6.5 **VARIANCE** - V 10-1-06, Lessard, 8005 SW 29th Street (R-3) (to reduce the minimum east side setback from 15 feet to 7.1 feet from the property line) *Planning and Zoning Board recommended approval*

Mr. Cherof swore in the witnesses.

Deborah Lessard, the applicant, explained that they had lost their screen room during Hurricane Wilma and wanted to replace it exactly as it was.

Mr. Dell confirmed that no objections had been received from neighbors.

Mr. Cherof indicated that as no one else was sworn in, a public hearing was not needed.

Vice-Mayor Crowley made a motion, seconded by Councilmember Paul, to approve. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

- 6.6 **SPECIAL PERMIT** - SE 2-3-06, Bradford Marine, 3051 State Road 84 (M-2) (placement of a modular unit to be used as an office while construction of a primary structure is being performed) *Planning and Zoning Board recommended approval*

Mr. Cherof swore in the witnesses.

Gene Douglas, Vice President of Bradford Marine, explained the trailer was temporary, while they rebuilt a structure lost to Hurricane Wilma.

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

- 6.7 **SPECIAL PERMIT** - SE 11-01-06, Point West Center - I/AN Imports on Weston Road, Inc., 4050 Weston Road (BP) (to allow outdoor storage of vehicles) *Planning and Zoning Board recommended approval subject to a temporary special permit for 12 months subject to Town's Code Enforcement or other Town representative taking a visual observation of the site to look for any oil spills that may be hazardous and for the applicant to clean up any of those spills before proceeding with the installation of the mulch; and that the applicant accepts the conditions made by the Development Review Committee and will continue to comply with those conditions*

This item was tabled earlier in the meeting.

*Item to be tabled*

- 6.8 **PETITIONER REQUESTING A TABLING TO FEBRUARY 21, 2007**  
**SPECIAL PERMIT** - SE 2-2-06, Laystrom and Voight/Iryn Farm, LLC, 5241 SW 82 Avenue (CF) (for a private equestrian facility with a trailer to be used as an office) *Planning and Zoning Board recommended approval subject to the following stipulations: 1) the temporary use permit is for 18 months; 2) no commercial use; 3) no access from 82 Avenue; 4) no more than 16 horses to be stabled; 5) no audio equipment; 6) security lighting only; and 7) practice best method for horse manure disposal*

This item was tabled earlier in the meeting.

## **7. APPOINTMENTS**

### **7.1 Mayor Truex**

- 7.1.1. Senior Citizen Advisory Committee (one exclusive appointment - term expires April 2008) (members shall be a minimum 60 years of age)

No appointment was made.

- 7.1.2. Water and Environmental Advisory Board (one exclusive appointment; term expires April 2008) (insofar as possible, one member shall be a licensed engineer)

No appointment was made.

- 7.1.3. Youth Education and Safety Advisory Board (one exclusive appointment - term expires April 2008) (members shall, whenever possible, have interest and expertise in law enforcement, elementary school instruction, education matters, child psychology, pediatric medicine, parenthood and grandparenthood)

No appointment was made.

### **7.2 Councilmember Paul**

- 7.2.1. Airport Advisory Board (two exclusive appointments; terms expire December 2007)

No appointments were made.

### **7.3 Councilmember Starkey**

- 7.3.1. Airport Advisory Board (one exclusive appointment; term expires December 2007)

No appointment was made.

- 7.3.1. Parks and Recreation Advisory Board (one exclusive appointment - term expires April 2008) (members should have a concern with or an interest in the park facilities and recreational needs of the citizens of the Town)

No appointment was made.

- 7.4 Unsafe Structures Board (two non-exclusive appointments; terms expire April 2009) (members shall be permanent resident or have their principal place of business within the Town's jurisdiction) (one appointment shall be a plumbing contractor and one appointment shall be a real estate property manager)

No appointments were made.

Mayor Truex said the remaining agenda items would be addressed at the next Council meeting, but he wanted to discuss the situation with the former Town attorney. He advised that Mr. Cherof had determined that the contract with the former Town attorney was enforceable and wanted to authorize Mr. Shimun to make payments to Mr. Kiar per the contract.

Mr. Cherof stated that the severance provisions of the contract were enforceable. To date, Mr. Kiar had transitioned 24 matters to Mr. Cherof's office, and there were other items that would require Mr. Kiar's continued service. He requested authorization to direct Mr. Kiar to do the work necessary to protect the Town's interests. Council had no objections.

Councilmember Paul said it was imperative that every file was transmitted immediately to the new Town Attorney.

Councilmember Starkey said Mr. Shimun had sent a memorandum regarding cashing in the Alliance Annuity, but she remembered that at a previous meeting, Council had directed that special counsel Sue Delegal, the risk manager, Mr. Shimun and the Deputy Budget and Finance Director pursue the insurance process. Assistant Town Administrator Ken Cohen stated that staff was pursuing more than one way to speed up the process to recover the money. Councilmember Starkey stated that Council's direction was to go through the attorney first. She stated that she didn't know if Mr. Cherof had an opportunity to review and asked for Mr. Cherof's opinion. Mr. Cherof advised that he could not. Mr. Shimun said he had received e-mails from Ms. Delegal authorizing him to take this action. Councilmember Starkey advised that she had not received this information and on this issue, Council should have all the information. Vice-Mayor Crowley indicated that he wanted to see what response the Town received from the letter. Mayor Truex and Councilmember Caletka agreed with Vice-Mayor Crowley.

**8. OLD BUSINESS**

8.1 McBroom Conservation Easement - Councilmember Starkey  
This item was deferred to the next meeting.

**9. NEW BUSINESS**

9.1 Return of Credit Cards by Council - Councilmember Caletka  
This item was deferred to the next meeting.

**10. MAYOR/COUNCILMEMBER'S COMMENTS**

No comments were provided.

**11. TOWN ADMINISTRATOR'S COMMENTS**

No comments were provided.

**12. TOWN ATTORNEY'S COMMENTS**

No comments were provided.

**13. ADJOURNMENT**

There being no further business to discuss and no objections, the meeting was adjourned at 3:10 a.m.

Approved\_\_\_\_\_

\_\_\_\_\_  
Mayor/Councilmember

\_\_\_\_\_  
Town Clerk



## **ITEM 6.2**

MS. HUBER: I think that the decision before you is very simple. As I stated earlier, your code gives you ten points to evaluate tonight, and nothing that I have heard in the presentation has addressed those ten points. Yes, the project is beautiful. There is not a person in this room that I don't think looks at that and doesn't say, "it's beautiful".

It's in the wrong place. The area is zoned residential and it needs to stay residential, and the reason for that is because it's inconsistent with your comprehensive plan to do anything else. It's incompatible with the surrounding neighborhood. You are creating an isolated district.

There was a question tonight regarding the economic vitality of this Town. Your staff did an amazing job evaluating exactly that, and I'd like to present to the clerk and to the Council, the section from your EAR that addresses economic vitality. And your staff said there are commercial places within this Town where it needs to go.

It's very simple, they've found the solution for you. The solution is, put the commercial where the commercial is zoned. And do you know how much existing commercial, it's already zoned commercial that your Town has? Two hundred and ninety acres existing undeveloped commercial land. There is no need to change a hundred and fifty-two acres in a residential neighborhood into commercial land. You have the land here. Utilize what's already existing.

The issue before you is very simple. This is not an as of right project, this is somebody coming to you, asking you to change the land use. Your code has set forth criteria, and I hope that you look at them and seriously consider them tonight before you make a decision.

And I hope that you recognize that this proposed change is inconsistent, incompatible, and will forever adversely affect this neighborhood. And once the change is made, it is forever, you cannot go back. Once the development is there, it is there forever and these residents will be forced to have commercial development surrounding their neighborhood whether or not it's successful.

And so, we urge you tonight to vote against the proposed land use change, keep the zoning the way that it is and allow a hundred and fifty-two new residents to come before you in the Town of Davie.

MAYOR TRUEX: Okay, thank you. Don't go too far, in case we questions though.

MS. HUBER: I will be right there.

MAYOR TRUEX: Okay, Mr. Laystrom? Let me ask you a question, did staff want to make a presentation or tell us anything? You just want to be available for questions, or what was your intent?

MS. NOLAN: A lot of the items we were going to go over with you this evening have already been covered, so we are here to answer any questions as well as details that you have. We also have our consultants here as well.

MAYOR TRUEX: Well, maybe think about, when the applicant's finished, maybe, if staff - you don't have to, it's late - but if you think there's anything that you want to highlight, you're going to have a chance to do that when the applicant's finished. Okay.

MR. LAYSTROM: Mayor, members of the Council, I know it's late of hour, and I will do my best to be brief. We have a number of things that I want to cover while we're setting up for some of the - I call it the buffering issues - I'd like to go over a couple of things.

First off, we had an extensive presentation by the property appraiser for Broward County. I have several expert witnesses ready to contest each figure that she had. She forgot that you also have debt that you have to repay as part of your millage rate, and that's the spread that was not part of her report. She's, the square footage prices that she has for the commercial properties isn't even close to what this property will be - that's the reason for the difference.

But what I'd like to do is propose something slightly different. I thought about it as she was speaking, and what I thought we would do is simply, as part of the developers agreement, we will guarantee you, in writing, 3.522, whatever our study shows, net to you, revenues to the Town of Davie.

And what we will do is, we will put that in the developers agreement regardless, that way, if for some reason, Lori really appraises us low, we will cover, we will simply guarantee that amount. So that you will guaranteed that when we open, you will get 3.5 million net.

MAYOR TRUEX: Is that, are you saying you're going to guarantee that before the police officers and the fire station and those things?

MR. LAYSTROM: Correct. That's net. We also have to take care of our roads. I know there were some questions of whether we do it by a community development district or we just pay for it. We will also pay for our roads as well as the fire and police that ultimately your staff determines is necessary for a project.

MAYOR TRUEX: And how about going forward. That's the first year you're talking about.

MR. LAYSTROM: We would do the same thing in each of the succeeding years to some number of years that the Council felt was appropriate.

MAYOR TRUEX: [Inaudible]

MR. LAYSTROM: We could probably say, I mean, I'd go back just to take a look, but we could probably, between now and the adoption say forever, because we truly believe, and we have shown you, that the values on this thing will go up and up and up.

So, certainly from the net standpoint, the 3.5 is something we can provide a guarantee to the Town, and we'll do that in writing. And that's something that I think several speakers spoke about. We have to remember, again, we are at the transmittal stage, this - this is the opportunity for us now also.

We've gotten the input from the residents, we've gotten the input from Planning and Zoning Board, Budget Committee, Transportation Committee, and you're another step in the process of transmitting this so that we can get FDOT's comments, we can get comments from the County as well. And now's the time, we'll go through the things that are important to you and add that to our product and we come back to you for the adoption hearing, we will have it in writing in the developer's agreement or whatever the town attorney feels is the appropriate written vehicle so that you don't have to worry that it changes. And if anybody after me is also obligated to that.

If we sell the project for some reason, it would actually follow the land and be a guarantee for whoever would buy it, be a public record such that they would know if they purchased the property.

And that's with all of our commitments. And the reason for that, and we get chastised for, I call it "trying to address issues," when this project started, I did not bring the original site plan we had from 2001, this project has undergone probably fifty changes to this site plan that you see today.

The berm was something that was requested at the second - first, I believe it was the first citizens participation meeting. The reason we did it is because we wanted to provide a buffer. That's what the residents asked us. They asked us not to have equestrian trails running along the north and south boundaries of our property which were originally in there. And then it's "well, you're trying to seal yourself off." The answer is, we think we have a gorgeous project. We don't need the buffers. We don't believe we need the buffers. We need the water from Central Broward Water Control District, but we do not need those buffers to seal us away, but the residents asked us for that and that's why we did it.

We - some comments regarding the five-year study, the traffic after we get there. We have two huge traffic reports. I've brought them, if you want to take a look at them, they're here. You then hired two experts - the Town did - an expert to look at the DRI traffic, which is the Development of Regional Impact, and an expert to look at the local traffic.

In both instances, they indicated that our traffic reports were accurate. And the numbers that I gave you today were accurate. So, where do we get? Staff said, "well, let's just make sure, by having an additional look at the traffic when you actually open, and an additional look at the traffic five years later.

We also had a comment, “well, what happens if, along the way, FDOT changes its mind?” Make that a contingency, it would actually be at the adoption, but you could make that as a contingency today. I’ve agreed to it, make it a contingency of our land use. If we don’t get the approval from FDOT, we don’t go forward.

MAYOR TRUEX: How do you do that: one way in and one way out? A lot of people raised that point.

MR. LAYSTROM: Let me talk about that. And I want to - first I’m going to give you the - because we’ve had that before. Let me start with Port Everglades, two entrances, the airport, one entrance, FIU, a hundred and ninety-five-acre campus for Biscayne, one entrance, Keys, one entrance.

I can go through all the different projects and all the traffic generations that allowed that to happen. But we went a step further. We also studied all of the different areas where you might have an accident. The difficulty there is simply, I’ve got a box of stuff, of stuff which are reports, but that’s not - we’re at the transmission stage. What will happen is, those are the reports that come as part of typically the FDOT review of the IMR, which is simply a different path.

But if you want me to, I have no problem in going through - I call it a tanker incident, just as an example - at each of the different locations that Weston brought up tonight. It’s interesting because they said we haven’t met with them since 2005, well the truth is, they didn’t want to meet with us since 2003. And each time, they come up with a different argument as to why - none of those boards were at the P and Z. Why? Because at that one, they were arguing that FDOT couldn’t do what FDOT then told them, “oh yes, we can do this entrance.”

What we would propose, if we do need a second entrance is, there is an opportunity - I’m going to just - I’m going to go out of order. And, by the way, several residents have asked me about that as well. What we would do is, we would put additional access [inaudible] right here. It would be an emergency access, same type of situation that either the Fire Department could use to get in or out, or you could evacuate this facility if this catastrophic accident were to happen.

We have looked at that, we believe that FDOT will approve it, and we believe that that will solve the issue regarding “an additional access”. We don’t believe, because of the examples that I just gave you of the airport etcetera, that we need an extra access to make this traffic work under normal conditions.

When they studied that, and Weston studied it, they came to the same conclusion. That’s why they didn’t make that argument today. Today it’s, “Well, what happens if there’s an accident?” So we would provide the additional exit along that north entrance to allow the traffic out onto seventy-five. That was our proposal, that’s what we proposed, that’s what I talked to the residents who asked me about that, and that was always our intent to provide that additional access.

If you decide to allow a fire station on Shotgun Road, yes, would that be for emergencies? Yes it would be. But you don't have to allow that. You can make that decision at the time of adoption after you had FDOT's comments to our plans, so that you actually have them in front of you.

This is the starting point, not the end - everybody seems to think, at least from the opposition, that somehow this is the ending point. It really is not. So, with regard to one entrances, I'll provide you as many examples as you want to, with traffic flows equal to or greater than this.

Quite frankly, a one-entrance facility actually has greater safety features than one that has multiple access points. All of the examples that they gave, both for vision, which we'll talk about in just one second, and for access are all malls that open on to local roads. Yes, we could have four entrances. We don't need it. We don't need it.

Quite frankly, those other projects don't need those accesses either. They want it, but they don't need it. And that's the beauty of this site and it's ability to access I-seventy-five. It is unique. Sawgrass Mills doesn't have direct access, it has indirect access because it goes through the regional roads, which are Sunrise Boulevard, Flamingo - and I can go through each of the malls.

But I wanted to go to the site plan. Bob, if you could do the sight line. We talked about sight lines, and there were some interesting pictures of the garage in front of the Galleria being forty-five feet. Part of the way that you look at sight lines is the distance between the barrier and the actual building.

And as you will see, [inaudible] the interesting part about sight lines is it's the distance between the block -

MAYOR TRUEX: Here you are.

MR. LAYSTROM: It's the distance between the block and the actual barrier. And so what you have here is our sixty-foot building with the thirty-foot berm and the trees on top of it. We did it from the top of the first floor, and the top of the second floor, both on Southwest Twentieth and then we have another slide for Shotgun Road.

And in both instances, because of the distance between the barrier being close to the road and the buildings behind it, you will not be able to see those buildings. Could you, at some distance, when you got three miles away, see something at the top of the trees? Perhaps. But let's talk about what's out there today. What's out there today is seventy-five to ninety-foot lights at Arvida Parkway. What's out there today is a multi-story hospital. I think it's five, six stories, maybe taller.

We have commercial corridor running along seventy-five. Now Dennis is going to make a little bit greater presentation on the corridor out there as well as the standards of the land development code for land use amendments.

But I want to talk a little bit about what the vision is today because I think people miss the fact that you've got I-seventy-five with the noise and you've got I-seventy-five with the tall lights. Our project would be lower than those lights.

One lady got up here and talked about the orange lights that are out there. Well, those are the FDOT lights, and our project actually will be in between a majority of the Oak Hill neighborhood and those lights. It will act as its own buffer in addition to what we're going to do on our site. So with that I'd like to -

MAYOR TRUEX: How about the lights going in and out on the roadway? The access ramp, how about the lights on that, what kind of lights are going to be there?

MR. LAYSTROM: We'll put those at - we agreed to the California night light ordinance, meaning it doesn't slip off our site. Bob, [inaudible] twenty feet is what we've capped our lights at and we have a study if Bob can pull it up.

MAYOR TRUEX: But FDOT will permit whatever that type of light is on their access ramp? Aren't the ramp lights -

MR. LAYSTROM: We just have to put them closer.

MAYOR TRUEX: But you'll be permitted to do that, you would -

MR. LAYSTROM: We're going through their process. That's a request that you'll make of me and that's a request I'll make of them. If I come back and I can't do it, you will make that decision of whether that's unacceptable. Whether they - I believe that they will accept it. I won't know until I ask for sure. It hasn't been, as I said, an issue that's been raised with them yet because it wasn't asked of us, but we will go after them.

People talk about this project being something that can go on state road seven. Quite frankly, the Town needs the money to get the state road seven project going. You need the money for the infrastructure that goes with it. We will put in all of the infrastructure that's required for this project.

I talked about roads, somebody mentioned a substation. If the substation needs to be upgraded because FPL says they don't have enough service there, that's going to be our obligation. There's no obligation that we are imposing on the Town of Davie, other than to look at our building permits when we finally get to that standpoint.

How does a buffer make something compatible? Well, if that were the case, then none of your commercial properties, and I was looking at your map, if you look at the commercial properties at Griffin and seventy-five on the east side of seventy-five, you have commercial up against the light yellow.

You have the Shannonshowa [phonetic] shopping center, with residences behind it. The difference here is instead of an eight-foot wall with perhaps landscaping on either side, we've gone the extra step and put in a ten to twelve million dollar berm and landscaping to mask ourselves, because the residents asked. We believe we're beautiful, and I believe that we will show you our views from across the water.

This is the view from Highland Ranches, Shotgun Road side - and if you have the other one Bob - this is the interior view as you would be driving into our project the berm on our side would be a little more active with the waterfalls, because we heard at the residents meetings that they wanted something as natural as possible, that doesn't look like it's a sculptured berm or as I call it, a Disney World saying "Welcome to The Commons" or something like that.

C/M CALETKA: Excuse me Mr. Laystrom, would that mean that the berm that would go in there would be an unmanicured berm?

MR. LAYSTROM: Yes. It would be maintained, don't separate - the type of berm, you would normally see on something like this would be a tiered berm with landscaping that you could kind of see the definition of it.

We intend to make it much more natural, so that it grows of itself. But we would still have to maintain it, we will still have to keep out exotic vegetation, we will still have to keep it at the heights that we promised, with replacing dead materials.

MAYOR TRUEX: Is that a requirement or an accommodation? Could you do it either way, does it matter to the developer? That unmanicured look, is that because that's the look you felt that -

MR. LAYSTROM: Correct. And the same thing with the look of the buildings. Please feel free to comment on it, we tried to capture what we think is a vision for western Davie. Please feel free to comment on landscaping as well, we are wide open for that, again -

MAYOR TRUEX: So, if it was approved, and the Town wanted the other look?

MR. LAYSTROM: Absolutely put it in.

C/M CALETKA: So if this was - it's still going to be maintained, what is the cost of maintaining that berm?

MR. LAYSTROM: Bob?

BOB: Right off the top of my head I'm estimating around two hundred thousand dollars.

MR. LAYSTROM: We're at about two hundred thousand dollars, and that's annually, correct?

BOB: Yes.

C/M CALETKA: And it's going to cost ten million dollars to build this berm.

MR. LAYSTROM: Yes.

C/M CALETKA: I just wanted to make sure.

MR. LAYSTROM: For those - also in the developers agreement - it is a hundred feet is the width of the berm and the height is not that high. Its four to one, four to one slope.

Somebody also mentioned how are we going to build the lakes with the appropriate slopes, the absolute answer is yes. Central Broward Water Control District will control the design of each of those lakes.

There was a lot of talk about, I call it, safety or security, and I'm going to divide that into two parts. The first part is to the neighborhoods. Somebody parks in our parking lot and somehow is able to go into the neighborhoods and cause some sort of trouble.

We have no access to the neighborhoods, we're not looking for access. We purposely put a berm, a large water body and a thirty-foot wall to prevent access in and out of this site.

The second issue - and I hope that's, everybody feels that's sufficient - nobody's going to park, try to climb the berm, swim the lake, get across the Central Broward Canal and go into the neighborhood, take something and then somehow get back.

The second one is the accident, the safety history of, they had Aventura Mall and a few others. When we go through that process with both the fire chief and the police chief, we have the call volumes for Destin Commons and all the Town Centers which are completely different than what you're going to find at Sawgrass Mills and all those other projects.

The Aventura Mall is a highly active mall in a highly dense, contained area. That's why this mall is different, just the same as it's different on Lori Parrish's valuations. The crime rates here will be next to nothing compared to those malls and we'll prove that as part, through the adoption process and to the satisfaction of the police chief and the fire chief.

And that's also part of site planning, we want to use septet [phonetic] principles. Dennis is going to talk a little bit about the green environmental. I know Tom Green spoke about it. We want to be environmental friendly. We're looking for certification from the International Audubon, and we're also looking for certification from the Green Builders Association, because we want to do those things.



This is supposed to be a special place where people point to and say, “they did, they went the extra mile”. But also, it’s good business. It’s lower maintenance in the long run. Green buildings typically are much lower maintenance. You have to put a lot more money in at the beginning, but it pays off at the end. And so, we are committed to that.

I already mentioned, somebody had said that nobody had reviewed the traffic. We’ve done it, FDOT looked at it, the Regional Planning Council’s looking at it, your two experts have looked at it.

We did make the offer before, we also offered to walk those neighborhoods adjacent to the site, and were told that we weren’t allowed in to either Highlander Ranches or Riverstone, which are gated communities.

I don’t know that the rural lifestyle - one thing people talked about is the rural lifestyle on Shotgun Road. I know Shotgun Road well. If you start of the south corner you have the middle school site, then you have the archdiocese site. One lady who lives there mentioned that she works at Fourteenth and Shotgun. Well that’s correct, because if you go past Fourteenth on Shotgun, it’s not residential anymore.

Now that is the city of Sunrise, just to let the Town of Davie Town Council know, let the residents know that it’s not the Davie Town Council that did it, but there’s actually commercial on this side of seventy-five, on this side, meaning the east side of seventy-five if you just go north a little bit. In fact, I did the Tower Group project in Davie, which is an industrial project, industrial/business park project across from Vista Flora.

So if you wind the roads around to go to the back entrance to I-five ninety-five, you’ll go past commercial businesses including offices and everything else on the east side of seventy-five. It’s that -

MAYOR TRUEX: Sunrise, we know where it is.

MR. LAYSTROM: It’s that white box, that doesn’t fit in your map. Somebody asked us about dynamiting. There is no blasting - I repeat - no blasting on this project whatsoever.

If FDOT changes the access during the process, again, we’re committed to stopping the project and not moving forward. We will have two and a half years, I estimate, of approvals before we will even get a building permit to build this project. Probably have another nine months or so to go on this portion, which is the land-use part. We then have to do, if you remember, the rezoning.

Platting generally takes approximately a year. We have site planning to do, and on a project this size I’m anticipating a much longer site plan process than what normally occurs because of the amount of detail that’s needed in order to get through the various approvals that we have to get through.

Rapid evacuation, again, I've showed you the alternate access point, that we'll use on seventy-five. Construction access, somebody asked about that, I thought I brought it up during my initial presentation. Construction access is off seventy-five. The first thing we will do is build the ramps that go into and out of the site to allow construction access on seventy-five.

Somebody asked while I was out of the room, if the firefighters had endorsed the project. Yes, and in your six-volume package you have a letter from the firefighters endorsing this project.

And with that, I believe I have covered - I'm not going to cover the truck stop and its different access points, all of those examples were examples of projects that were not on an interstate.

We have also proposed land-use text to your land-use plan so that we can protect the balance of the neighborhood from the perception that somehow if you do this, the next project down might be somewhere along Shotgun Road. Dennis will cover that as part of his presentation.

MAYOR TRUEX: I have a couple of questions about the roads that you covered. Some of the residents brought up that eventually there'll be a connection to Shotgun. How could you possibly guarantee that in five, ten years, a different Council did not, would not authorize that?

I think one or more person brought up, they'll find out that they cannot get in or out, and so a subsequent Council will approve access to Shotgun. How could you possibly keep that from happening?

MR. LAYSTROM: Well I have two ways to do that. The first way is to have the deed restriction that I'm proposing with regard to no access to Shotgun running to the residents themselves, in addition to the Town. So that the only way that that deed restriction could be violated or changed is if we had a hundred percent approval from whatever residents would want that right to say no. Which I would anticipate would be many.

MAYOR TRUEX: Could you put that in favor of a whole neighborhood?

MR. LAYSTROM: Um hmm [affirmative].

MAYOR TRUEX: Multiple neighborhoods?

MR. LAYSTROM: Individually, or an association.

MAYOR TRUEX: So, if somebody bought in later on, they would have to get approval or go to -

MR. LAYSTROM: I would do the individual homeowners because it's a hundred percent. Somebody might say, "Well, they'll talk my homeowners Association into doing it." So I would run it to the individuals and the homeowners association, you cover both.

MAYOR TRUEX: So a Council couldn't change that, you'd have to have, you're saying you'd have to have the individual homeowners?

MR. LAYSTROM: It would say "requires unanimous approval to change it."

MAYOR TRUEX: Okay.

C/M CALETKA: Mr. Laystrom?

MR. LAYSTROM: Yes.

C/M CALETKA: I have a question. You have a berm that runs east and west on the north side that drops down south, which is adjacent to Shotgun. And then at the lower, on the southern portion, you actually just have a sound wall. Why is the berm not extended on the south side?

MR. LAYSTROM: When we looked at the homes to the south, they all use that portion of the property as what I call their, we'll call it extended backyard. It's not within their backyard, but if I rolled the berm up over there, it would be right, it would be much closer to their houses than the wooded areas that are there today. So we draw it back, because the berm is a four-to-one slope, it's a hundred feet wide, I can put landscaping on both sides of the sound wall. And they indicated when he met with the ones that would meet with us, that they would prefer the sound wall.

C/M CALETKA: But they'll have to look at a wall.

MR. LAYSTROM: We believe, and, Bob, do you have that rendering [inaudible]? This is a cross-section of the wall. To the left side of the wall from your vantage point is the entrance road coming into the project.

As you notice the sight line - we looked at this very carefully - the sight line from the homes which are back here comes, we wanted to make sure we masked not only the road itself but also the cars that would be coming in on that road. And then on this side, we've left the natural looking vegetation on that side, including the vegetation that's already there in the extended backyards.

UNKNOWN SPEAKER: That's not [inaudible].

MR. LAYSTROM: Right.

C/M CALETKA: And it will need to be maintained, I assume? So you all will maintain it?

MR. LAYSTROM: Yes. They will need to be thinned is the best way to describe, yes.

C/M CALETKA: And, is that going to encroach on their privacy in any fashion, if they have a yard right there [inaudible]?

MR. LAYSTROM: Well, we don't anticipate, because we're simply thinning it out, that we will be there more than once every six months, perhaps at the most. If you wanted us to do this, we would provide a notice, I'll put a notice provision, let them know that we are coming so they get advanced warning and do it in the middle of the day, if that would be of assistance.

C/M CALETKA: Okay, thank you.

MAYOR TRUEX: Mrs. Starkey, you had a question?

C/M STARKEY: No, that's okay. Everything else, obviously, we could address if it goes forward with the site plan. No, he answered my question.

MAYOR TRUEX: Okay, Mr. Laystrom.

V/M CROWLEY: Mr. Laystrom, I do have one question. On the CDD, dependent or independent?

MR. LAYSTROM: Let me ask, Mr. Mele, which were we -

V/M CROWLEY: That was a question [inaudible]

MR. LAYSTROM: We hadn't really gotten that far on the district as far as - because we may just pay the bills ourselves.

V/M CROWLEY: So you're not proposing a CDD?

MR. LAYSTROM: We're not proposing a CDD. If we do, we'll have to come before you. The only reason we would do it as a mechanism to assess. But everybody within this project will be a tenant, so we can also just roll it into the leases.

And if the issue on the CDD is whether or not then the Town would be able to get the incremental financing or we'd keep it within the CDD, we'd simply revert it back to you anyway. I think that was the indirect question they were asking.

But no, it would not be our intent to then keep that money within our district and not allow the Town the advantage of the tax, the assessed value increases that you would get the benefit of. And I believe I've answered all the questions that I can think of from the residents, but Town Council -

C/M CALETKA: One resident mentioned that you have a sixty-foot tall building. There was potential for it to be even more visible, if you put something else on top of it like an antenna or some kind of communication device. Is there, can you restrict it to a maximum of sixty feet? So that means that if you had a need for something like that it would have to go somewhere else?

MR. LAYSTROM: Again, part of the site plan process, but yes, if you make that a condition today, we will certainly add that language in to take a quick look, but I think we'd be fine with that. Because actually we're what, about fifty three, fifty-four feet I think, at the most. And we just keep that type of equipment off the parking garages. I think they're the own the ones that would be close.

C/M CALETKA: Thank you.

MR. LAYSTROM: And by the way, these are decorative garages. I hate to have a comparison to my other client, Mr. Case, and his facility.

MAYOR TRUEX: Okay, what else do you have?

MR. LAYSTROM: I have Dennis Mele, just, we want to go through the criteria. I know the opponents spent a lot of time on that. Your professional staff has already rendered an opinion based on our original responses, but I know Dennis wants to just run through them for you, if we could. Thank you.

MAYOR TRUEX: Okay.

MR. MELE: I think it's important, just for the record this evening, because of course when you're doing our land-use plan amendment, the decision is to be made based on those criteria. In fact, section 12 – 304 of the town code, which was referred to earlier as part of the Highland Ranches presentation, is in the agenda package for this evening in your back up. It's on the nineteenth page. The pages aren't numbered, but I just counted it real quick.

And it begins in the middle of the page and it says "Findings of Fact", and this staff report goes through all ten of the findings of fact. And of course, the findings are contrary to what you heard earlier this evening.

First, fact number one is that the proposed change is not contrary to the adopted comprehensive plan and the agenda backup quotes several objectives and policies of your comprehensive plan that show that this project, with the design that's been put in place and with the addition of the new policy twenty-eight renders this amendment consistent with the comprehensive plan and not contrary to the plan.

There was a couple of statements made during that presentation earlier this evening that your EAR, which is your Evaluation Appraisal Report, which you do every five years according to state law, states that you're supposed to discourage urban sprawl. The aerial photographs that you've seen this evening clearly show that this isn't urban sprawl, it's infill. There's development all around it now. Urban sprawl is when you go out on the edge.

If we were building out at US twenty-seven that would be urban sprawl. This isn't urban sprawl, there's development around it on all four sides today.

Secondly, the second item. The report states that the proposed change would not be incompatible with adjacent or nearby districts. Now, the other portion of that line is that [inaudible] create isolated or unrelated districts. Can we put up the map, Bob, I think it's the next slide in the package.

This map here is showing you a compilation of the comprehensive plans in the area. So you have Sunrise over here. You have Davie in here, and down here, and then you have Weston over here.

Now, you will see along I-seventy-five, particularly at interchanges, commercial property which is this kind of pink color in Davie, in Davie, in Davie, in Weston, and in Sunrise and Weston, you will have the purple color which is industrial. Now those industrial are a combination of offices, warehouses and so on.

So you see I-seventy-five has a significant amount of [inaudible] frontage, a significant amount of industrial and commercial properties. Here's our site here. So it certainly isn't an isolated zoning district. It is the land-use pattern along I seventy-five.

Also, it was stated as part of number two that commercial doesn't belong next to residential. It doesn't belong next to one unit per acre residential. I'll also ask you to turn around for a minute, but I'm not going to ask you to look at the town seal, which is a very nice seal, but rather the land-use map that's behind you.

And wherever you see red, that's commercial, wherever you see a light yellow or a lighter shade of yellow, that's residential. We have plenty of commercial next to residential. Now I've heard it said many times in this chamber, and in others, all the residential communities deserve the same protection, whether it's one unit per acre or three units per acre, it's still single-family homes.

We will find plenty of commercial in this city, in this town, and other place in the county, where you have commercial next to one unit per acre, commercial next three unit per acre. The whole key is buffering. And that's why your land development code has regulations for buffering. As Mr. Laystrom stated, usually those regulations require maybe a twenty or twenty-five-foot green area with an eight-foot wall. We're going well beyond that.

Now, because we went well beyond that, it was stated during the earlier presentation that by our own admission, we were incompatible. I would say, as Mr. Laystrom said, and I think somebody, Mr. McLaughlin said earlier, we put the extra buffering, the extra provisions in because we were asked to do it. That's what we were asked to do to make ourselves fit in better with the community.

So I don't think you should tell someone who's gone beyond the minimum that they did the wrong thing. They went beyond the minimum because we were trying to be a good neighbor.

The line of sight diagrams that were shown during that presentation were right as to the heights, but wrong as to the horizontal distance. I've shopped at the Galleria and if you go over there, you know that the parking garage is right next to the retail building. The parking garage is right next to Macy's it's right next to Dillard's.

We have a huge distance - I can't read the numbers - but as Bill said, the distance between the berm and our building is significant. It's not right next to it. So the horizontal distance was wrong on those drawings. When I was looking at them I was thinking, oh gee, this looks really bad. And then I realized when I thought about the Galleria, the garage is right next to the Dillard's building it's not separated by several hundred feet like it is here. And so line of sight diagrams, have both perspectives, the height and the width, you have to look at both. You can't look at just one.

The next item that was discussed as part of the presentation is a discussion about automobile traffic. And the Town was admonished for not doing its job on review of traffic. Well, I don't think that was right. [inaudible]

We did two traffic studies. This is the traffic study for the DRI It's a hundred and twelve pages in this book and another, in excess of five hundred pages in the second volume of the book. Andre didn't bring the second volume of the book because it's all numbers and nobody knows how to read it except him and traffic engineers, so we didn't bring that one.

And this is the traffic study done for the land-use amendment - almost this entire book is the traffic study for the land-use amendment. Now, both of these studies were reviewed by your staff. You hired two consultants as Bill said, one to review the land-use and one to review the DRI. That's what's normally done.

Now, in many cases land-use amendments don't have a DRI so you don't have one of those studies. Again, we were admonished for studies would be done after-the-fact. Studies are not required after-the-fact. Studies aren't even required at CO.

But when the staff said because of concerns they've heard in the community that there might be some local impacts that weren't caught in those studies, they wanted us to take the extra step, doing an additional study after full occupancy and one five years later, and to mitigate the impacts to come out of those studies. We agreed to do it in order to minimize the concern.

It's not required, we went beyond the requirements and yet it's being told that we didn't do the job. We did triple the job that's normally done. The next discussion was about property values and neighbors.

I also had a chance to speak to the former finance director outside while we were waiting earlier this evening, and it was my understanding, and I think Bill remedied that by offering to guarantee the rates regardless, to guarantee the revenues he

showed you regardless. My understanding that the property tax rates that were quoted were only the operating millage. You also have a debt service millage, as most towns do from your bond issues and other things, and that has to be added on top. Of course, any development on this site would pay both operating millage and that service millage.

So it's my understanding that the numbers that were shown in the study we presented were accurate because it contained both elements of your town millage, operating and debt service. And of course that's what we should do.

Number eight is, it was claimed that this is a grant of special privilege to an individual owner. I think the staff report hits the nail on the head. Every property owner has the right to request a land-use amendment, and that's what we did. And we took the extra step that is becoming more common these days, when you're doing a mixed-use development. You also put in new text, new language in the plan to provide extra protections. It's not just the map, it's the text and you have to read them together.

And I think also when you're looking at whether this contrasts with the welfare of the general public, which is the second half of that sentence, the general public is the whole public, the entire populace of the Town of Davie, as you've heard many times this evening. It's not just this section of the Town it's the whole town.

And when you look at the economic benefits, the benefits to the social fabric of the Town, with family entertainment opportunities for families to go somewhere together and spend time, it's a great benefit to the Town of Davie and I think that's been shown.

Those were the issues that we heard, and I think each and every one of them has been answered. We have one more slide and then I'll stop. This is just showing you a summary of some of the differences between residential development that would be allowed on the current land-use designation and what is being proposed.

Of course, with a hundred and fifty-two acres of single-family homes, you would have access to Shotgun Road, I don't know how many accesses, but a least one, probably more than one. We don't have access to Shotgun Road.

Traffic. Our traffic is restricted to a I-seventy-five, not Shotgun Road. If you had homes that used Shotgun Road, obviously you'd have traffic on Shotgun Road.

The revenue. If the, I don't know if these numbers are right or wrong, and I'm not going to argue it. All I can tell you is, we agreed to guarantee what our numbers are.



Jobs. Residential, no jobs, other than construction jobs. Ours, six thousand permanent jobs. By the way, there was discussion about construction. Whether you build this out as residential or as The Commons, you still have to do the same dredging, the same filling, the same digging, the same trucks in and out to build roads and everything else so I don't think that really changes much one way or the other.

Schools. We have no impact on schools because we're not putting in residential.

Current shopping. People are driving farther away, using our roads now to go to the other shopping centers instead of being close by.

The residential. I did hear one person say, and I was surprised to hear it because every time I've come before you or any other location where I've proposed residential and compared it to the fiscal impacts of commercial, I've always been told that commercial is the better thing financially for a city or a town or a county. It generates more revenue and requires less service. Someone said the opposite tonight and I thought I heard wrong, but I think the numbers speak for themselves.

And then finally, on the property values, again, that's an item covered in this report, in the backup for your agenda and it shows that the property value impact seems to be positive and not negative. Thank you. Bill, you have anything else you wanted to add?

MR. LAYSTROM: I just wanted to add something for the record. Because of the late evening, we had a number of our supporters outside. We had them who were here to say that they couldn't stay late into the evening, a hundred and seventy-seven of them signed. I'd like to just give those to Russell indicating that they were here, and they would've got up and said they supported The Commons.

And with that, I'd be happy to answer any questions. We believe we've covered everything for a transmittal. We understand we have a long, long way to go. We will continue to work with your staff and the residents throughout this process to get a product we can all be proud of at the end of the day.

MAYOR TRUEX: Okay, thank you. Any questions for the applicant? Okay, Mrs. Starkey?

C/M STARKEY: One of the questions, you said you were going to guarantee the net. Is that annual, while you're going through the process that you would guarantee the net, or once the end result is built?

MR. LAYSTROM: Well, the guarantee -

C/M STARKEY: What would the guarantee, if it's -

MR. LAYSTROM: The guarantee that I've proposed was when once we get our CO, we're saying we'll be at 3.5 net. If you're asking me to do something sooner than that, this would be the first time to discuss it.

C/M STARKEY: Well, I guess what I'm saying -

MAYOR TRUEX: He's saying, [inaudible] ordinarily get the tax benefit that year, you would guarantee the amount that you stated, you thought [inaudible].

MR. LAYSTROM: Correct.

C/M STARKEY: Essentially, what I'm saying is, you would not be having a, if this is moving forward to transmittal, the agricultural exemption anymore, and there would be a commercial designation as it went through the process of the land use.

MR. LAYSTROM: We're prepared, at the adoption time, if that's the question that you're asking me, to lift the agricultural exemption, we would do that.

C/M STARKEY: Okay.

MR. LAYSTROM: Which would be next year's taxes if it [inaudible].

C/M STARKEY: So, in essence, we would receive a benefit of the tax - if it was transmitted.

MR. LAYSTROM: Right. What would happen, there is that the value of the property would jump up from right now it has an agricultural exemption which is virtually no taxes. It would jump up to the land value of the project.

C/M STARKEY: Another question is -

MR. LAYSTROM: Which I believe is about twenty million.

C/M STARKEY: - in the event you are unable to receive the approvals as we move this through transmittal from the agencies, is there a certain time that you think would be reasonable, that there would be a reversion clause, and it would revert back to no vesting of rights, In a few years, if you weren't able to achieve the - it would revert back to its existing land use of agriculture.

MR. LAYSTROM: In other words, in a sense, I have a -

C/M STARKEY: Time line.

MR. LAYSTROM: - kind of like the way site plans are. A site plan, if you get approval, it lasts for certain amount of time, then it expires.

C/M STARKEY: Right.

MR. LAYSTROM: I will work with your staff to come up with two times, one for us to, quote, get through the approval process and get the building permit, and one to open. I

always worry about the one to open because that's subject to the Town's building department's got a lot, will have a lot to look at on this. But I will look at those and bring some suggestions back to you at the adoption hearing. I'm just thinking out loud here.

MAYOR TRUEX: Any other questions? Okay, if there's no other questions, how about discussion? Go ahead Mr. Caletka.

C/M CALETKA: [inaudible] some questions.

MAYOR TRUEX: Okay.

C/M CALETKA: About the sound wall. In the numbers that were presented by you, you mentioned the total revenue for having a hundred and fifty-two homes, and I think it was somewhere around a hundred and fifty million dollars would be the tax base. But at 1.2 million dollars, times one hundred and fifty-two, I actually have 182.4 million.

MR. LAYSTROM: I'll take a look at it. Is Chris still here? He did the [inaudible] for us. I believe, what I'm being told is, I believe it's because it's, the property appraiser typically does eighty-five percent of the value, even if it is a 1.2 million dollar home.

MAYOR TRUEX: There's Mr. Wallace. Come on up, there's question for you.

MR. WALLACE: Good evening. Chris Wallace, [inaudible] 4801 South University Drive, Suite 132, Davie.

MAYOR TRUEX: What was the question? He didn't hear it, I don't think.

C/M CALETKA: If the homes, if it were a hundred and fifty-two single-family, one home per acre home at 1.2 million dollars each, the math is that a hundred and fifty-two times 1.2 million is 182.4 million.

MR. WALLACE: Well, as Mr. Laystrom said, we usually use eighty-five percent of the sales price as an estimate of the assessed value. And from that we usually also try to take an estimate of those who would have a homestead exemption and also subtract the homestead exemption from the total assessed value to come to a taxable value upon which we would apply both your millage rates.

C/M CALETKA: Okay, thank you. There was an issue about there being too much noise and that at five a.m. construction would begin.

MR. LAYSTROM: We've limited the construction hours to seven to seven, I believe. I'll pull my deed restriction. Give me a second I'll pull that. I just want to make sure I get it accurately. And that's within the development agreement again, that will be part of this property.

I apologize. Construction hours, seven a.m. to six p.m. In the event that weekend construction is required, it will not commenced before nine a.m. or continue past five p.m.

C/M CALETKA: Okay, thank you. I wanted to reiterate something. This is a printout of what happens for a land-use change. It goes to the Department of Community Affairs and the Regional Planning Council, FDOT. So even if this was transmitted this evening, there's a number of agencies that could turn it down.

MR. LAYSTROM: Including this Town Council when it came back for adoption, yes.

C/M CALETKA: So, it's not a land [inaudible], I'm not an attorney, I'm asking - this is not a land-use [inaudible], it requires a second reading. Is that why it comes back in nine months?

MR. LAYSTROM: Yes. there's a second public hearing.

C/M CALETKA: And if it was turned down at FDOT, what would happen, would it just be completely kicked out of the system? Or [inaudible]

MR. LAYSTROM: Not necessarily. It could still up and up back at you.

C/M CALETKA: I see.

MR. LAYSTROM: With their recommendation for denial.

C/M CALETKA: I see. I went to both of the pro Commons on anti Commons web sites, and I spent a lot of time on them [inaudible] yesterday, and it looks like if everything was proceeding forward, that the opening date would be 2011. So that means that even if this land was converted to commercial, right now you're paying what, ten thousand dollars a year for taxes on this?

MR. LAYSTROM: Correct. It's almost -

C/M CALETKA: What would the amount be if it goes to commercial?

MR. LAYSTROM: Well, if it just went to commercial, the property tax value on twenty million, Chris? Twenty million would be my guess at the property value of that site. It might be twenty-two.

MR. WALLACE: I'm sorry. Could you repeat the question please?

C/M CALETKA: If this was - C/M Starkey had mentioned that if this was transmitted on to be reassessed by the other governmental agencies that the applicant agreed that they would be willing to change their, get rid of their agricultural exemption and switch to commercial. So at that time, how much in taxes would that bring in during that time?

MR. WALLACE: I guess, did you have an estimate of the - twenty million? I would say probably about one million dollars. The town's tax rate is a little under five. Plus they have a voted debt service of about .9, so you're pushing six mills.

MAYOR TRUEX: It's a little under.

MR. WALLACE: I'm just rounding.

C/M PAUL: Could I just interject something there? You're presupposing that they're going to - they can't do a commercial unless it's rezoned. So you're not going to get the tax money based on commercial. You're going to get it based on the present zoning without the agricultural classification.

MAYOR TRUEX: Would you guarantee that amount too?

MR. LAYSTROM: We'll guarantee that amount also. You have to understand, all we have to do to lift the agricultural exemption on the property, and I believe that the property will be valued at that, at one unit per acre.

Absolutely, think about it, a hundred and fifty-two acres doesn't have to be very valuable for those lots that are going out there. It will easily be twenty million.

MAYOR TRUEX: So, what's the amount again, you would guarantee? I want to make sure.

MR. LAYSTROM: The tax on twenty million dollars. And if we need to fine-tune that to come up with a more exact number, we'll get some comps out there and actually multiply it by a hundred and fifty-two, eighty-five percent of that, and have that.

MAYOR TRUEX: It won't be less than that amount.

MR. LAYSTROM: I won't be less than twenty. That's correct.

C/M CALETKA: Also, along with that, the real benefits, it's my opinion that you have some numbers, and they sound good, the tax appraiser, whatever she wants to be called, she has numbers that make her side sound good. And I think it's difficult to ascertain, it's probably somewhere in the median, but you said you were guaranteeing 3.5 million per year?

MR. LAYSTROM: Correct.

C/M CALETKA: Starting in 2011?

MR. LAYSTROM: Correct. That's our anticipated opening date, yes.

C/M CALETKA: Okay, and, if you look at a ten-year span, you have approximately I guess, one million dollars coming in due to the lifting of the agricultural exemption for the first four years, and then you have the following six years where you would be bringing in 3.522 million.

Would you be willing, if this is approved in the end, to spread out the payments evenly? A rough estimate would be over the 10 year period, twenty-one to twenty-five million, somewhere in there, divided equally into payments where you'd have basically, tax credits in your first, second, third and fourth year where you're over paying your taxes. And then -

MAYOR TRUEX: [inaudible] legal.

C/M CALETKA: - from that point on, in the year five, where it starts to generate genuine revenue, you have the tax credits, but you're still bringing in that 2.1 million so the town can start benefitting from the tax break early on?

MAYOR TRUEX: Is that legal?

MR. LAYSTROM: What I would do is this. I would certainly agree to it, because we believe that that's just a fair revenue alternative for us. It's merely - I was just checking - it's a cost value of the money early versus late. I will, between now and adoption, confirm whether or not we can legally do that.

I will tell you that we have guaranteed the minimum in Plantation in the past. So, whether I can make a blended spread and then take, in a sense, a credit in future years, I will check, I will research that between now and the time of adoption. But certainly, if we can do it we would.

C/M CALETKA: Also - I'm not saying that Turnberry does this - but I know, in many, for many large corporations whenever they come and bring a large development to the town, you're talking about four hundred million dollar or more taxable base, and I know that sometimes - I'm not saying Turnberry does this - but sometimes, the owners of the property automatically challenge whatever their newly assessed rate is.

MR. LAYSTROM: Our office does many of those.

C/M CALETKA: Okay. And from what I understand, Mrs. Parrish does a very good job at assessing, but can we get a guarantee, because you're showing us these numbers that go off into the future, that you will not challenge the assessed value to try to get it dropped below that four hundred, unless it's outrageous, say over ten percent growth?

MR. LAYSTROM: That would be fine. I actually did that on the Altman project in Plantation on four forty-one and Broward. What you're basically asking us to do is not appeal below the levels of tax/increase over the next number of years and we agreed to do that.

We can, if all of a sudden it goes up thirty-seven percent, we would have the right to appeal it back to that, whatever the base rate we agreed to on that one. I think that's fine.

C/M CALETKA: Okay, another question, does the value of the berm figure into the taxable base? We're talking about a ten million dollar fancy wall.

MR. LAYSTROM: No, it does not. It's in effect, just open land.

C/M CALETKA: Because a lot of the residents came and I'll go ahead and disclose now, [inaudible] tons of residents, both for and against, including some personal friends of mine that are against it in Highland Ranches, but, when I was speaking with them, their main objection was, they didn't want to look at a mall.

So I spoke with the applicant and they said, "well, that's why we're building this berm." And so I went back to the homeowners and they said, "We don't want to look at a berm", that they want, they bought that house expecting to see single-family homes. And so I was going to bounce an idea off of you.

It's basically the argument that these people bought their home knowing what was going to go in, they were going to look at single-family homes and they were happy about it. It's a different situation, if you build your home on a golf course than if you build your home and then a golf course comes.

So one idea I wanted to bounce off of the applicant is, can we have single-family homes going across the north side. We're talking about one-acre, one home per acre sites, just like the adjacent properties already have, going across the northern end of the property, flanking down the east side of the property, so that way, those residents would be looking at thirty-foot tall two-story, one home per acre, 1.2 million dollar homes.

MR. LAYSTROM: And then the water on the other side?

C/M CALETKA: The water on the other side, lakefront property. Because instead of looking at a wall or instead of looking at a mall they're looking at exactly what they asked for, which is a single-family home.

MR. LAYSTROM: Well, we certainly can design something for everybody to take a look at. I'd want to plug that into my lighting study, my sound study, make sure that I can provide the same level of protection.

We certainly can try to put those things together, come up with a conceptual layout of the lots as well as, we have to show you how we would do the homes, we'd have to do the gap, the gap between the homes, because obviously they'd be set back between themselves with, we'd have to provide landscaping and other appropriate buffers and still buffer those homes as well.

But we certainly can look at it and try to come back to you with some alternatives so all the Council could take a look at that alternative as a possible alternate buffer.

C/M CALETKA: Okay.

MR. LAYSTROM: Certainly getting rid of, in a sense, getting rid of the berm, if that's something that they don't like, because now it looks like we're sealing ourselves off. I always said we're proud of our project, we believe that people who would move into those homes would be proud to be next to our project.

C/M CALETKA: So along with that -

MR. LAYSTROM: But again, I think -

C/M CALETKA: - getting rid of the berm, I haven't heard a single person in here say that they wanted this berm but the people that would buy those new homes would know exactly what was going in there on the other side of the lake, of course.

And that save the applicant two million dollars by getting rid of the berm. So with that, you're going to have unexpected expenses without a shadow of a doubt it's going to come up. You always plan for the best and you still have some surprises. Would the applicant be willing to split that, which would be about five million dollars, and give that to the town of Davie un-earmarked?

So that way - not all at once because I know you need to generate revenue - but like a million dollars per year in the sixth, seventh, eighth, ninth and tenth year.

MR. LAYSTROM: Obviously, in this particular instance, I have to have the affirmative support of the entire four members of Council, because [inaudible] Mrs. Paul is. Certainly the cost side of it, as far as the commitment, if we're getting rid of the obligation that's an easy decision for us.

As I said, I'm just, I'm more looking at that residential component just wanting to make sure I provide the right information, that it would be a comparable buffer, and at the end of the day it might not be. But we certainly, from a cost standpoint, we have no problem providing the, if we're saving the money, providing something to you. I mean, the town, not to you individually.

C/M CALETKA: The applicants is coming at a time of transition for the leadership. Essentially, the Town of Davie is a business with a board of directors. If this comes back in nine months then we are guaranteed to have a different Council member in District four and District three is also having an election.

So the applicant has to understand that even if it gets transmitted tonight, that it might be shot down next time it comes to Davie. Or it can be shot down at the DCA, or the Regional Planning Council. I think even the Wildlife Department is on here. If it is shot down in the future, if it gets transmitted tonight and is shot



down in the future, is the applicant willing to give the tax credits that it will have to give upon approval of transmittal? Are they willing to risk giving that as a gift to the town if they get shot down at a different department?

MR. LAYSTROM: Up to the point where we get shot down? In other words, if I'm moving forward, what you're saying is you're going to lift the exemption or whatever -

MAYOR TRUEX: Yes, that's money you've already spent, you don't want, you wouldn't try to get that back.

MR. LAYSTROM: Right. We'd already spent, and the answer would be no.

C/M CALETKA: So even if it gets shot down at the DC and they recommend denial, or FDOT, you're willing, if it took, let's say six months, until start tonight, be willing to donate the 2.1 or that spread out tax credit that you, you're willing to give that?

MR. LAYSTROM: Where's Ken? If I could have just a minute [inaudible]. Councilmember, two quick questions. The first one would be that that presumes that during the course of the approval process the Town of Davie would not, would, I'm assuming at that point, we would have at least the transmittal support of the Town, that you would not, if that changed, if the Town changed its mind in between, then we would not have that obligation if the Town were to, for instance, not support us at FDOT or wherever.

Now I'm not asking you to go there with flags and, but just if you suddenly send a letter saying we don't support this project anymore. The answer would be, we're willing to do that. Going through the timetable just so you would understand, we'll be back here for the adoption, should be before the end of the year.

If not, that's our risk that we would bump into the following year, because this year taxes already set as of January so they would hit starting in your next year's mid budget, and we would be agreeable to that.

C/M CALETKA: So, basically as long as the town doesn't transmit, and then [inaudible] that by passing a resolution and tell them to vote it down.

MR. LAYSTROM: I would -

C/M CALETKA: That's just in layman's terms.

MR. LAYSTROM: Yes.

C/M CALETKA: Okay.

MR. LAYSTROM: That's correct.

C/M CALETKA: I also have, the staff has requested thirteen items. You've probably seen this. I asked for the list today I just wanted to go by one by one and make sure that the applicant - It said that there's something about a shuttle service that will cost a hundred and fifty thousand dollars a year. You're willing to do that?

MR. LAYSTROM: Correct.

MAYOR TRUEX: Adjusted for CPI, right? Some inflation factor.

MR. LAYSTROM: That would be fine.

C/M CALETKA: It says the applicant shall hold job fairs within the Town, and -

MR. LAYSTROM: We're agreeable.

C/M CALETKA: Okay. Are you, just to make it short, is it all thirteen of these you're agreeing to?

MR. LAYSTROM: We've agreed to them. The only two that we've said there would be discussion as part of the site plan approval processes is if our site gets changed as far as the size would go through the additional processes, the fire and police obligations change accordingly. They use a rate schedule based on the number of square foot equals the number of calls equals the number of officers that you need.

C/M CALETKA: So on the eleventh, item eleven was, the Fire Department has requested that the total [inaudible] personnel of various classifications are necessary to provide adequate emergency equipment based on -

MR. LAYSTROM: And what I would read is that I will provide that amount of fire protection service equipment the Fire Chief says he needs for our project.

C/M CALETKA: And police as well?

MR. LAYSTROM: And police as well.

C/M CALETKA: The Police Chief? Okay, thank you. And the last thing was, how many, if single-family homes were built on the north and east sides, about how many homes estimated, and I don't need an exact number if you think -

MR. LAYSTROM: It would be very few, those lots would be wide. Ten, twelve -

C/M CALETKA: But sufficient that it would block any neighbor [inaudible].

MR. LAYSTROM: That's why, if we were to go forward as that being an alternative that I have to report back to you on, I'll do a layout so that we can actually look at the lots and the building, and the homes that would go on the lots.

C/M CALETKA: Okay.

MR. LAYSTROM: I can't commit, but I can -

C/M CALETKA: The upper estimate would be thirty, the lower estimate would be twenty, so we're still talking about a pretty good tax base. Do you think you can sell these homes?

MR. LAYSTROM: Absolutely.

C/M CALETKA: Okay, and probably for a profit?

MR. LAYSTROM: The only issue for me is the actual cost of the, when I do the sound study, I want to make sure that we provide the same type of buffering as we would if we had the berm. I think that will cost a great deal. So I think we'll be throwing the lots, quite frankly, the lots in for free, but there should, we would hope that there would be some profit too.

### **Staff's recommendations**

1. The applicant shall provide a viable shuttle bus from the eastern part of the Town to the site. The applicant has agreed to fund this bus, at a minimum of one hour headway with the route to be determined based upon the employment responses within the town boundaries. At a minimum, the cost to operate such bus will be no less than \$150,000 per year.
2. The applicant shall hold job fairs within the Town. Details of how many job fairs and how often to ensure that Davie residents are adequately involved with this project will be developed prior to second reading.
3. The applicant shall fund a traffic impact study at the completion of the project, at time of full occupancy, and five years after full occupancy. At that time, any identifiable local road impacts that are a result of the proposed project will be mitigated by the developer.
4. The landscaping shall include at a minimum a 100 foot wide, 30 foot high earthen berm along the eastern and northern portions of the site. The Landscape berm and walls will be built first. If landscaping shall be damage or destroyed by a storm, the applicant will replace the damaged landscaping within 60 days. These items will be further addressed in the land development regulations.
5. The applicant shall restrict all noise levels to between 45 to 50 dBA. In addition, outdoor maintenance equipment will be restricted. Loading and unloading of all trucks will be buffered through truck wells and other methods detailed in the noise study. (see Attachment 8).
6. The applicant has agreed to work with Town staff to develop a night light ordinance based upon those used in California that require the ambient light levels of projects to be reduced through the installation of special light fixtures and proper placement and height. This ordinance shall be approved by Town Council prior to second reading. (see Attachment 10)
7. The developer shall mitigate, as much as possible, the existing wetlands on site.
8. The maximum building height shall be 60 feet.
9. The applicant has prepared a Developers Agreement outlining the voluntary commitments. This agreement shall be prepared and presented to Town Council prior to second reading. (see Draft Attachment 12).
10. The applicant shall provide the Shotgun Road trail within the limits of their plat. They shall enhance the trail along Shotgun Road within the limits of their plat. The maintenance responsibilities of this trail section and associated buffer shall be the developers/property owners.
11. The Fire Department has requested that a total of 28 new personnel of various classifications are necessary to provide adequate emergency and non-emergency services. It is estimated that a total of four additional Fire/EMS apparatus and one mini-support vehicle are necessary to provide adequate emergency and non-emergency services.
12. The Town of Davie Police Department has requested a separate police zone to serve the needs of the proposed amendment site once developed. This will require a total of 10 police officer positions at the time that the final phase is completed.
13. The entire application request and supporting staff analysis is contingent upon exclusive access off I-75 for the parcel.

## **Conditions made at February 7, 2007 Council Meeting**

### *Fiscal Impact*

- 1) agrees to a minimum of \$3.5 million net revenues yearly once certificate of occupancy is received; however, instead of \$1 million every year for four years and \$3.522 million for every year for six years, applicant to spread out payments over the 10 year period, which equals \$.251 million per year
- 2) any development on the site would pay both operating millage and service millage
- 3) lift agricultural exempt at the time of adoption
- 4) if approvals are not received, the land use would revert to agriculture as well as no vested rights
- 5) applicant will to give tax credits upon approval of transmittal beginning at the time of transmittal
- 6) if DCA or FDOT denies, applicant willing to agree that the initial year's \$2.51 million tax credit is a donation

### *Infrastructure Impact*

- 7) payment for roads as well as fire and police for a project, costs to be determined by staff
- 8) if the site size gets changed, police and fire obligations would change accordingly using a rate schedule based on the number of square feet equals the number of calls equals the number of officers
- 9) providing the amount of fire protection service equipment the Fire Chief indicates is needed for the project

### *Site Plan Related Items*

- 10) if approval is not received from FDOT, the project does not move forward
- 11) if a second entrance/exit is needed, an additional access would be provided along to the north entrance to allow traffic onto I-75
- 12) construction access will be provided off I-75; ramps into and out of site will be built first
- 13) deed restriction for no access to Shotgun Road running to the Highland Ranches and residents to the south as well as the Town
- 14) the California night light ordinance will be followed, including on the access ramp, contingent upon FDOT approval
- 15) applicant obligated to upgrade FPL substation if needed
- 16) certification from the International Audubon and Green Builder's Association
- 17) applicant will provide a sound wall on the southern portion and leave the natural looking vegetation; to be maintained by the applicant at a minimum of every six months
- 18) limited to 60-foot building height which includes antenna or some kind of communication device
- 19) construction hours limited to 7 a.m. to 6 p.m. on weekdays and 9 a.m. to 5 p.m. on weekends

### *Miscellaneous*

- 20) provision of shuttle service
- 21) holding job fairs

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**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Barbara McDaniel, MMC, Assisatnt Town Clerk (954) 797-1023

**PREPARED BY:** Barbara McDaniel, MMC, Assisatnt Town Clerk

**SUBJECT:** February 21, 2007 Minutes

**AFFECTED DISTRICT:** n/a

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** February 21, 2007 (Workshop Meeting)

**REPORT IN BRIEF:** Council minutes from the February 21, 2007 Council meeting

**PREVIOUS ACTIONS:** n/a

**CONCURRENCES:** n/a

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Motion to approve

**Attachment(s):** Minutes

**TOWN OF DAVIE  
WORKSHOP MEETING  
FEBRUARY 21, 2007**

The meeting was called to order at 5:39 p.m. and was followed by the Pledge of Allegiance.

Present at the meeting were Mayor Truex, Vice-Mayor Crowley, and Councilmember Caletka. Also present were Town Administrator Shimun and Assistant Town Clerk McDaniel recording the meeting. Councilmembers Paul and Starkey were absent.

Fire Chief Don DiPetrillo advised that staff had been directed to explore the possibility of purchasing land adjacent to Station 68 and an appraiser had provided a value for the land. He requested that Council not disclose the value because the Town might enter into negotiations with the landowner, and asked for Council's direction. Mr. Shimun confirmed that the funds to purchase the property would be added to the capital budget and would come from the bond money.

Chief DiPetrillo informed Vice-Mayor Crowley that this parcel plus the adjoining parcel would accommodate the station and was slightly smaller than staff had envisioned. Chief DiPetrillo said there had been concerns regarding the cell tower and the collapse zone, which hit the middle of the road. The fire station would lie outside the collapse zone. The Town's other options included seeking another property in the immediate vicinity or trying to find a builder in the area, neither of which staff had been able to do.

Vice-Mayor Crowley was concerned that locating the station on 26th Street would make it more difficult to serve United Ranches. Chief DiPetrillo explained that the 26th Street location would result in an additional half-minute response time.

Assistant Town Administrator Ken Cohen suggested that staff return to negotiations with Mr. Woods to see if he would lower the asking price, and staff could also consider the 26th Street location. Mr. Cohen said that staff should be able to accomplish this within 30 to 40 days and would provide a report to Council.

Councilmember Caletka felt Council should not be seeking new property if they had property in the existing inventory that could be used, so he favored the 26th Street location.

Chief DiPetrillo said the Fire Department would be moving to Shenandoah for an anticipated stay of 60 to 90 days. He said there was a contract out to repair the roof, and the air conditioner repair would be next. The union had agreed to sign off on each process.

There being no further business to discuss and no objections, the meeting was adjourned at 5:52 p.m.

Approved\_\_\_\_\_

\_\_\_\_\_  
Mayor/Councilmember

\_\_\_\_\_  
Town Clerk



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Dennis Andresky, Parks and Recreation Director 954 797-1150

**PREPARED BY:** Bette S. Gibson, Recreation Coordinator 954 797-1089

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 2 and Town Wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GYM-BAZ, LLC TO PROVIDE A GYMNASTIC PROGRAM AT THE DAVIE PINE ISLAND MULTIPURPOSE CENTER.

**REPORT IN BRIEF:** A Request For Proposal was advertised in the Sun-Sentinel and posted on the Town's website. Additionally, the RFP was mailed directly to twelve (12) potential bidders. Gym-Baz, LLC was the only responding bidder to offer a gymnastic program at Pine Island Park. February 6, 2007, the Town's Bid Spec Committee reviewed and approved Gym-Baz, LLC as the gymnastic provider at the Davie Pine Island Multipurpose Center. The instructor will receive 75% of the registration fee with 25% of their registration fee retained by the Town if the class size is 25 or less participants; or 80% of the registration fee with 20% retained by the Town of Davie if the class size is 26 or more participants. Staff has verified qualifications, experience and capability to perform the requirements for a gymnastic program, and has determined that Gym-Baz, LLC has the necessary staff, expertise, skills and capabilities to provide the required services. Gym-Baz, LLC, will provide required insurance for this program. Gym-Baz, LLC is an active Corporation with the Florida Department of State Division of Corporations. Staff recommends approval of the resolution as presented.

**PREVIOUS ACTIONS:** This item was tabled from the March 22, 2007 to perform background checks.

**CONCURRENCES:** None

**FISCAL IMPACT:** Yes

Has request been budgeted? No

If no, amount needed: \$9,000

What account will funds be appropriated from: 001-0804-572-0324

Additional Comments: Revenue to Town estimated at \$3,000 (\$12,000 will be collected from instructor and 75% of revenue will go to Instructor)

**RECOMMENDATION(S):** Motion to Approve the Resolution

**Attachment(s):** Resolution, Instructors Contract, Corporate Information.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GYM-BAZ, LLC TO PROVIDE A GYMNAS TIC PROGRAM AT THE DAVIE PINE ISLAND MULTIPURPOSE CENTER.

WHEREAS, the Town of Davie desires to offer a gymnastic program at Davie Pine Island Multipurpose Center; and

WHEREAS, the Town conducted an Request For Proposal for gymnastic program services and Gym-Baz, LLC., the sole vendor to respond to the Request for Proposal, was selected by the Towns Bid Selection Committee for bid award, and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with Gym-Baz, LLC for said service.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie authorizes the Mayor to execute a contract with Gym-Baz, LLC to provide a gymnastic program at the Davie Pine Island Multipurpose Center.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

TOWN OF DAVIE  
INSTRUCTOR'S CONTRACT

INSTRUCTOR'S NAME: Ali Hammoud Class Title: Gym-Baz, Gymnastic Program  
Dates of Session: Thursdays Class Fee: Pre school \$65/beginners & advanced \$75 and Intermediate & cheerleader \$85 monthly fee/one class per week  
Instructor's Fee per Resolution R01-269 (25 participants or less per class 75% to Instructor, 25% to Town) (26 participants or more per class 80% to Instructor, 20% to Town)  
Number of Participants in class: 6-26  
Contract Begins the day of April 5, 2007 Contract ends the day of: 9/27/07  
Class Meets at: Facility Pine Island Park Room: Gymnasium  
Times: 3:30-6:30 p.m. Days of Week: Thursday  
\*\* June and July: Summer hours - 3:00 - 6:00 p.m.

The Town of Davie and Ali Hammoud/GymBaz, Inc., hereafter known as the instructor, enter into this agreement on March 22, 2007, whereby the Town of Davie will receive the registration money and forms, and the instructor will receive the amount stated above which shall be 75% or 80% of the registration fee with 25% or 20% of the registration fee and all non-resident fees retained by the Town of Davie. All registrations and registration fees collected must be turned in to the Parks and Recreation Department on a daily basis.

The instructor will provide all class materials and equipment needed or pertaining to the above stated class. The instructor also acknowledges responsibility in handling any and all income taxes derived from the instructor's fees. (The instructor is actually self-employed and is contracting the class from the Town of Davie.) Insurance such as personal health care or workmen's compensation is not provided by the Town of Davie. No payment will be given for holidays or unscheduled overtime. The instructor will notify students if he/she cannot teach class any day and reschedule missed session. Instructors will be paid as agreed with the Town.

Special Conditions:

1. Final approval of requests for extension or renewal of this agreement is at the sole discretion of the Town.
2. The Town reserves the right to cancel class(s) as deemed necessary. In the event the Town needs to cancel a class, the Town will (a) allow for the scheduling of a make up class based on mutual agreement between the Instructor and the Town or (b) provide a substitute area, if available.
3. The Instructor must provide proof of Level 2 screening or pay the Town for Level 2 screenings to be completed by the Town for themselves, and for subcontractors, prior to the start of class/program. FDLE background screening must be redone on an annual basis.

The instructor is to provide the Town of Davie a certificate of insurance for one million dollars (\$1,000,000.00) naming the Town of Davie as additional insured. The certificate must be valid the entire length of the contract.

Instructor agrees to support the Town of Davie **Scholarship Program**. The scholarship program offers an opportunity for students who cannot afford to pay for classes the chance to participate. For every ten paid students registered, the instructor agrees to permit the Town of Davie to place one qualified scholarship student into this class at no cost.

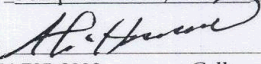
Any violation of the above agreement will be reason for immediate termination of this contract.

TOWN OF DAVIE  
Parks and Recreation Department  
6901 Orange Drive  
Davie, FL 33314

INSTRUCTOR  
Full Name(print): Ali Hammoud /Gym-Baz, Inc.

Address: 3243 NE 12 Street Apt #4  
Pompano Beach, FL 33062

By: \_\_\_\_\_

Signature:   
Phone: 954 785-9222 Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Title: \_\_\_\_\_

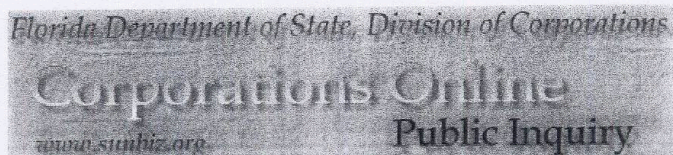
Approved: \_\_\_\_\_

Social Security No. \_\_\_\_\_  
FIEN # 382677684

\\NS\_TH\_01\Town\_Hall\Parks\_Recreation\CONTRACTS & LEASES\Gym-Baz, LLC.DOC

Revised 2/9/07





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**Florida Limited Liability****GYM-BAZ, LLC**

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**PRINCIPAL ADDRESS**  
3243 NE 12TH ST., APT. #4  
POMPANO BEACH FL 33062

**MAILING ADDRESS**  
3243 NE 12TH ST., APT. #4  
POMPANO BEACH FL 33062

**Document Number**  
L07000008744

**FEI Number**  
NONE

**Date Filed**  
01/16/2007

**State**  
FL

**Status**  
ACTIVE

**Effective Date**  
01/09/2007

**Total Contribution**  
0.00

---

**Registered Agent**

| Name & Address   |
|--|
| HAMMOUD, ALI<br>3243 NE 12TH ST.<br>POMPANO BEACH FL 33062 |

---

**Manager/Member Detail**

| Name & Address   | Title |
|--|-------|
| HAMMOUD, ALI<br>3243 NE 12TH ST.<br>POMPANO BEACH FL 33062 | MGRM  |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=L07000008744&n2=NAMFW...> 1/26/2007





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## Annual Reports

| Report Year | Filed Date |
|-------------|------------|
|-------------|------------|

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No Events

No Name History Information

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## Document Images

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|---|
| 01/16/2007 -- Florida Limited Liability |
|---|

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CONFLICT**

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Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**ALI HAMMOUD**

Business name, if different from above  
**GYM - BAZ**

Check appropriate box ☒ Individual/  
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)  
**3243 NE 12th ST Apt 4**

City, state, and ZIP code  
**Pompano Beach, FL 33062**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | + | | | | |  
OR  
Employer identification number  
**3182617176184**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to

1. Certify that the TIN you are giving is correct for you, are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding on
3. Claim exemption from backup withholding if you are a U.S. exempt payee

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For backup withholding purposes, you are considered a partner if you are

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The sole owner of a disregarded entity and not the owner



## Vendor/Bidder Disclosure

I, Ali Hammoud, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: GYM-BAR  
Address: 3243 NE 12th ST. Apt 4  
Pompano Beach, FL 33062

FEIN \_\_\_\_\_

State and date of incorporation Michigan, 1975

### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name    | Address       | Ownership    |
|--------------------|---------------|--------------|
| <u>ALI HAMMOUD</u> | <u>"Same"</u> | <u>100</u> % |
| _____              | _____         | _____ %      |
| _____              | _____         | _____ %      |
| _____              | _____         | _____ %      |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |




By: Ali Hassan  
Signature of Affiant

Date: 11/20/06

\_\_\_\_\_  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 20  
November 2006, by ALI ABDALLAH HAMAN he/she is  
personally known to me or has presented Michigan DL  
identification.

NOTARY PUBLIC-STATE OF FLORIDA  
 Chris A. Fuentes  
Commission #DD440116  
Expires: JUNE 12, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Chris A. Fuentes  
Notary Public, State of Florida

\_\_\_\_\_  
Print or Stamp of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
My Comm

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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman/797-1016

**PREPARED BY:** Herb Hyman/797-1016

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF ACAI ASSOCIATES, INC. TO PROVIDE MISCELLANEOUS ARCHITECTURAL SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AGREEMENTS FOR SUCH SERVICES.

**REPORT IN BRIEF:** The Town solicited competitive sealed proposals for miscellaneous architectural services for projects which fall into the category of "continuing services" as defined by F.S.S. 287.055. RFP documents were sent to thirty (30) prospective proposers. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received ten (10) proposals. All proposals are available for viewing in the Purchasing Division. The selection committee short listed the top four proposers to make an oral presentation. Following oral presentations, the selection committee ranked the firms. The selection committee recommends negotiating contracts with the top two firms. By establishing contracts with two firms, the Town can be assured that all projects schedules will be accommodated. ACAI Associates, Inc. was ranked as one of the two top ranked firms in accordance with the ranking totals attached hereto. The initial term of the contracts is two (2) years with an option to extend the contract for an additional two (2) year term by mutual agreement of the parties. Extensions, if appropriate, will be sent to the Town Council for approval.

**PREVIOUS ACTIONS:** Not applicable.

**CONCURRENCES:** ACAI Associates, Inc. was chosen by the selection committee.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: To be negotiated with the highest ranked firm.

Account Name: Various Capital Projects Accounts

Additional Comments:

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):** Procurement Authorization, Selection Committee Rankings, Incorporation information

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF ACAI ASSOCIATES, INC. TO PROVIDE MISCELLANEOUS ARCHITECTURAL SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AGREEMENTS FOR SUCH SERVICES.

WHEREAS, the Town is in need of miscellaneous architectural services for projects that will fall into the category of "continuing services" as defined by F.S.S. 287.055; and

WHEREAS, the Town solicited sealed proposals for such architectural services; and

WHEREAS, the selection committee has selected ACAI Associates, Inc. as one of the two firms best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute contracts for such services.  
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of ACAI Associates, Inc. as one of the two firms best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with this firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. The initial contract term is two (2) years with an option to extend the contract for an additional two (2) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be sent to the Town Council for approval.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

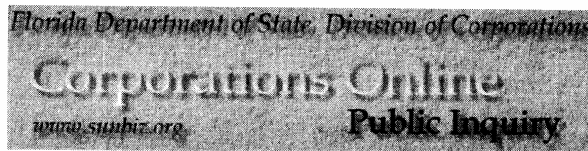
Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

# ARCHITECTURAL SERVICES

| COMMITTEE MEMBER | WALTERS<br>ZACHRIA | SINGER<br>ARCHITECTS | CPZ<br>ARCHITECTS | ACAI<br>ARCHITECTS | TIE BREAKER     |
|------------------|--------------------|----------------------|-------------------|--------------------|-----------------|
| C. MENKE         | 3                  | 4                    | 1                 | 2                  | CAROL-ACAI      |
| R. MUNIZ         | 2                  | 3                    | 1                 | 4                  | RUSSELL-WALTERS |
| M. KUTNEY        |                    | ABSENT               |                   |                    |                 |
| L. PETERS        | 3                  | 4                    | 1                 | 2                  | LARRY-ACAI      |
| E. DESIMONE      | 2                  | 3                    | 1                 | 4                  | EMILIO-WALTERS  |
| H. HYMAN         | 4                  | 3                    | 1                 | 2                  | HERB-ACAI       |
| TOTAL            | 14                 | 17                   | 5                 | 14                 | ACAI WINS 3-2   |
| RANKING          | 3RD                | 4TH                  | 1ST               | 2ND                |                 |



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**Florida Profit****ACAI ASSOCIATES, INC.**

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**PRINCIPAL ADDRESS**  
2937 W. CYPRESS CREEK ROAD  
200  
FT. LAUDERDALE FL 33309  
Changed 01/05/2005

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**MAILING ADDRESS**  
2937 W. CYPRESS CREEK ROAD  
200  
FT. LAUDERDALE FL 33309  
Changed 01/05/2005

**Document Number**  
H39075

**FEI Number**  
650020223

**Date Filed**  
01/22/1985

**State**  
FL

**Status**  
ACTIVE

**Effective Date**  
NONE

**Last Event**  
NAME CHANGE  
AMENDMENT

**Event Date Filed**  
02/17/1986

**Event Effective Date**  
NONE

---

**Registered Agent**

| Name & Address  |
|---|
| COTILLA, ADOLFO J JR.<br>2937 W. CYPRESS CREEK ROAD<br>200<br>FT LAUDERDALE FL 33309<br>Name Changed: 10/18/1996<br>Address Changed: 01/05/2005 |

---

**Officer/Director Detail**

| Name & Address       | Title |
|----------------------|-------|
| COTILLA, ADOLFO J JR |       |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=H39075&n2=NAMFWD&n3=0...> 4/6/2007

|  |     |
|--|-----|
| 2937 W CYPRESS CREEK RD SUITE 200<br>FT LAUDERDALE FL 33309                      | PSD |
| COTILLA, MARISELA<br>2937 W CYPRESS CREEK RD SUITE 200<br>FT LAUDERDALE FL 33309 | VT  |
| SUAREZ, MARIO A<br>4869 SW 75 AVE<br>MIAMI FL 33155                              | V   |
| SIEGLE, JEFFREY L<br>2937 W CYPRESS CREEK RD STE 200<br>FT LAUDERDALE FL 33309   | V   |
| HOHMANN, GEORGE H<br>2937 W CYPRESS CREEK RD STE 200<br>FORT LAUDERDALE FL 33309 | V   |
| RAMUDO, PATRICIA<br>2937 W CYPRESS CREEK RD STE 200<br>FT LAUDERDALE FL 33309    | V   |

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2005        | 01/05/2005 |
| 2006        | 03/07/2006 |
| 2007        | 01/25/2007 |

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### Document Images

Listed below are the images available for this filing.

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[03/07/2006 -- ANN REP/UNIFORM BUS REP](#)  
[01/05/2005 -- ANNUAL REPORT](#)  
[03/09/2004 -- ANN REP/UNIFORM BUS REP](#)  
[02/17/2003 -- ANNUAL REPORT](#)  
[03/18/2002 -- ANNUAL REPORT](#)  
[01/30/2001 -- ANNUAL REPORT](#)  
[01/25/2000 -- ANNUAL REPORT](#)  
[03/17/1999 -- ANNUAL REPORT](#)  
[05/15/1998 -- ANNUAL REPORT](#)  
[05/19/1997 -- ANNUAL REPORT](#)  
[04/08/1996 -- ANNUAL REPORT](#)

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01/24/1995 -- Annual Report

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**Corporations Inquiry**

**Corporations Help**

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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Dennis Andresky, Parks and Recreation Director 954 797-1150

**PREPARED BY:** Dennis Andresky, Parks and Recreation Director 954 797-1150

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA  
ACCEPTING AND AWARDED THE BID FOR YOUTH SPORTS OFFICIALS TO ADAMS TOP  
NOTCH OFFICIALS, INC.

**REPORT IN BRIEF:** A competitive bid (B-07-29) was conducted for youth sports officials for the Towns youth baseball/basketball/flag football/soccer and roller hockey programs. The Town sent out specifications to eight (8) prospective bidders, advertised state-wide in Florida Bid Reporting and nationally in BidNet and posted the bid information on the Town's web site. The initial term of the contract is for one (1) year with options to renew for two (2) additional one (1) year terms by mutual agreement of the parties and approval by the Town of Davie Town Council. The Bid Specification Committee has reviewed the two bids received and approves of the Department's recommendation to award the bid to Adams Top Notch Officials, Inc.

**PREVIOUS ACTIONS:** Adams Top Notch Officials, Inc. was previously awarded the bid for Youth Sports Officials per r-2005-54, R-2006-79.

**CONCURRENCES:** The recommended award has been reviewed by the Director of Parks and Recreation Department and the Bid Specification Committee who concur with the decision to award to Adams Top Notch Officials, Inc.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$40,000.00

Account Name: Contractual Services/Sports

If no, amount needed:

What account will funds be appropriated from: 001-0801-572-0323

**RECOMMENDATION(S):** Motion to Approve the Resolution

**Attachment(s):** Resolution, Procurement Authorization, Department Recommendation Memo, Bid Information, Vendor Information

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ACCEPTING AND  
AWARDING THE BID FOR YOUTH SPORTS OFFICIALS TO ADAMS TOP  
NOTCH OFFICIALS, INC.

WHEREAS, the Town is in need of sports officials to support various athletic programs offered by the  
Parks and Recreation Department; and

WHEREAS, the Town solicited sealed bids for such sports officials; and

WHEREAS, after review, the Town Council wishes to accept the bid for Youth Sports Officials from  
Adams Top Notch Officials, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid from Adams Top Notch Officials, Inc. for  
youth baseball, basketball, flag football, soccer, and roller hockey with unit prices identified in Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from the Parks and Recreation-  
Contractual Services-Sports Account numbers 001-0801-572-0323.

SECTION 3 The initial term is one (1) year with options to extend the contract for two (2) additional  
one (1) year periods by mutual agreement of the parties and approval by the Town of Davie Town Council.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

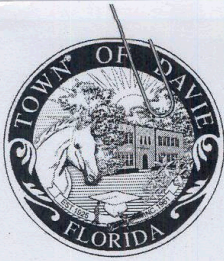
PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

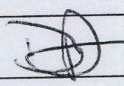
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007



PARKS AND RECREATION DEPARTMENT  
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399  
PHONE: 954.797.1145 • FAX: 954.797.1148 • WWW.DAVIE-FL.GOV

## Memorandum

TO: Herb Hyman, Procurement Manager

FROM: Dennis Andresky, Director Parks & Recreation 

SUBJECT: Youth Sports Official B-07-29 Award Recommendation

DATE: March 22, 2007

It is recommended that Bid B-07-29 for Youth Sports Officials be awarded to:

Adams Top Notch Officials  
4979 SW 90 Terrace  
Cooper City FL 33328  
Contact: Paul B. Adams 954-478-8267

Adams Top Notch Officials submission was the low bid for the needed service and meets all bid specification requirements.

Supersports of Broward County, was the only other vendor to submit a bid response. Their submission was limited to the supply of officials for our Youth Basketball Program. Supersports bid for this service category was higher than that of Adams Top Notch Officials.

Please advise if you need additional information.

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

|   |                                      |                         |
|---|--------------------------------------|-------------------------|
| <u>ACCOUNT NUMBER.</u>                                    | <u>BUDGET ITEM &amp; DESCRIPTION</u> | <u>APPROXIMATE COST</u> |
| 001-0801-572-0323   | Youth Sports Officials               | \$40,000.00             |
| <i>CONTRACTUAL SVCS - SPORTS</i>                          |                                      |                         |
| <u>METHOD OF PROCUREMENT (check the one that applies)</u> |                                      |                         |

- ☒ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source  
☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed \_\_\_\_\_  
 Department Head

Have Funds been Reserved PER 35505

Date 1/26/07 Signed \_\_\_\_\_  
 Signed Gary Shuman  
 Town Administrator

**BIDS SUBMITTED**

| <u>VENDOR</u>                               | <u>COST</u>           |
|---|-----------------------|
| <u>ADAMS TOP NOTCH OFFICIALS, INC.</u>      | <u>SEE ATTACHED</u>   |
| <u>SUPER SPORTS OF BROWARD COUNTY, INC.</u> | <u>BID TABULATION</u> |
| <u>SOUTH BROWARD UMPIRES ASSOCIATION</u>    | <u>NO BID</u>         |
|   |                       |
|   |                       |
|   |                       |
|   |                       |
|   |                       |

Signed \_\_\_\_\_  
 Procurement Manager

**BID SPECIFICATION COMMITTEE'S RECOMMENDATION**

| <u>Vendor</u>                    | <u>Cost</u>                            |
|----------------------------------|--|
| <u>ADAMS TOP NOTCH OFFICIALS</u> | <u>PER ATTACHED<br/>BID TABULATION</u> |



|    | A                            | B                      | C                |
|----|------------------------------|------------------------|------------------|
| 1  |                              |                        |                  |
| 2  |                              | YOUTH SPORTS OFFICIALS |                  |
| 3  |                              |                        |                  |
| 4  |                              | SUPERSPORTS            | ADAM'S TOP NOTCH |
| 5  |                              | OF BRWD CNTY           | OFFICIALS        |
| 6  |                              |                        |                  |
| 7  | <b>YOUTH BASEBALL</b>        |                        |                  |
| 8  | T-Ball (1 official)          |                        | \$12.00          |
| 9  | Coach Pitch (1 official)     |                        | \$12.00          |
| 10 | Atom (1 official)            |                        | \$18.00          |
| 11 | Bantam (2 officials)-plate   |                        | \$26.00          |
| 12 | Bantam (2 officials)-bases   |                        | \$22.00          |
| 13 | Midget (2 officials)-plate   |                        | \$28.00          |
| 14 | Midget (2 officials)-bases   |                        | \$24.00          |
| 15 | Juvenile (2 officials)-plate |                        | \$30.00          |
| 16 | Juvenile (2 officials)-bases |                        | \$26.00          |
| 17 | Travel Baseball-plate        |                        | \$40.00          |
| 18 | Travel Baseball-bases        |                        | \$35.00          |
| 19 | Scheduling Fee               |                        | \$5.00           |
| 20 | <b>BASKETBALL</b>            |                        |                  |
| 21 | Pee Wees (1 official)        | \$30.00                | \$13.00          |
| 22 | Junior (2 officials)         | \$52.00                | \$15.00          |
| 23 | Senior (2 officials)         | \$52.00                | \$21.00          |
| 24 | Adult (2 officials)          | \$54.00                | \$24.00          |
| 25 | Scheduling Fee               | \$3.00                 | \$5.00           |
| 26 | <b>FLAG FOOTBALL</b>         |                        |                  |
| 27 | Pee Wees (1 official)        |                        | \$13.00          |
| 28 | Junior (2 officials)         |                        | \$15.00          |
| 29 | Bantam (2 officials)         |                        | \$18.00          |
| 30 | Scheduling Fee               |                        | \$5.00           |
| 31 | <b>SOCCER</b>                |                        |                  |
| 32 | Pee Wees (1 official)        |                        | \$11.00          |
| 33 | Junior (1 official)          |                        | \$11.00          |
| 34 | Bantam (2 officials)         |                        | \$30.00          |
| 35 | Senior (2 officials)         |                        | \$32.00          |
| 36 | Scheduling Fee               |                        | \$5.00           |
| 37 | <b>ROLLER HOCKEY</b>         |                        |                  |
| 38 | Pee Wees (1 official)        |                        | \$22.00          |
| 39 | Senior (1 official)          |                        | \$30.00          |
| 40 | Senior (2 officials)         |                        | \$32.00          |
| 41 | Scheduling Fee               |                        | \$5.00           |

# BID OPENING REPORT

BID NAME: YOUTH SPORTS OFFICIALS

TIME: 2:10 PM

BID NUMBER: B-07-29

DATE: 3/13/07

ESTIMATED COST: \$40,000

| NO. | CONTRACTOR'S NAME         | BID AMOUNT       | COMMERCIAL RANKING |
|-----|---------------------------|------------------|--------------------|
| 1.  | ADAMS TOP NOTCH OFFICIALS | See Attached Bid |                    |
| 2.  | SUPER SPORTS OF BRAD CTRY | Substantiated    |                    |
| 3.  | So. BRAD. UMPIRES ASSN    | No BID           |                    |
| 4.  |                           |                  |                    |
| 5.  |                           |                  |                    |
| 6.  |                           |                  |                    |
| 7.  |                           |                  |                    |
| 8.  |                           |                  |                    |
| 9.  |                           |                  |                    |
| 10. |                           |                  |                    |

## REMARKS

SPECS SENT TO EIGHT (8) PROSPECTIVE BIDDERS  
TOWN RECEIVED THREE (3) RESPONSES (TWO (2) BIDS AND ONE (1) "NO BID")

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]

DATE: 3/13/07

WITNESS: [Signature]

DATE: 3/13/07



Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return)  
**ADAMS Top NOTCH OFFICIALS**

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)  
**4979 SW 90th**

City, state, and ZIP code  
**COOPER CITY FL 33328**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
**0210663855**

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ **3/4/07**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



## Vendor/Bidder Disclosure

I, Paul Adams, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Adams Top Notch Officials  
Address: 4979 SW 90 Ter  
Cooper City FL 33328  
FEIN: 02-0663855  
State and date of incorporation: Florida 01/03

### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name     | Address  | Ownership    |
|---------------------|--|--------------|
| <u>Paul B Adams</u> | <u>4979 SW 90 Ter</u><br><u>Cooper City FL</u> | <u>100</u> % |
| _____               | _____  | _____ %      |
| _____               | _____  | _____ %      |
| _____               | _____  | _____ %      |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |

By: [Signature]

Signature of Affiant

Paul Adams

Print Name

Date: 3-5-07

SUBSCRIBED AND SWORN TO or affirmed before me this 5<sup>th</sup> day of MARCH 2007, by Paul Adams, he/she is personally known to me or has presented \_\_\_\_\_ as identification.

[Signature]

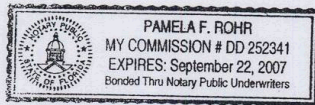
Notary Public, State of Florida at Large

Print or Stamp of Notary

#DD 252341

Serial Number

My Commission Expires: 9/22/07







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**Florida Profit****ADAMS TOP NOTCH OFFICIALS, INC.**

---

**PRINCIPAL ADDRESS**  
4979 S.W. 90 TERRACE  
COOPER CITY FL 33328 US

---

**MAILING ADDRESS**  
6330 SW 41ST COURT  
DAVIE FL 33314  
Changed 01/26/2006

**Document Number**  
P03000005220

**FEI Number**  
200663855

**Date Filed**  
01/14/2003

**State**  
FL

**Status**  
ACTIVE

**Effective Date**  
NONE

**Last Event**  
CANCEL ADM DISS/REV

**Event Date Filed**  
01/26/2006

**Event Effective Date**  
NONE

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**Registered Agent**

| Name & Address  |
|---|
| ADAMS, PAUL B<br>4979 S.W. 90 TERRACE<br>COOPER CITY FL 33328 |

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**Officer/Director Detail**

| Name & Address   | Title |
|--|-------|
| ADAMS, PAUL B<br>4979 S.W. 90 TERRACE<br>COOPER CITY FL 33328 US | P     |

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**Annual Reports**

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<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=P03000005220&n2=NAMFW...> 3/21/2007



| Report Year | Filed Date |
|-------------|------------|
| 2004        | 01/26/2006 |
| 2005        | 01/26/2006 |
| 2006        | 01/26/2006 |

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No Name History Information

### Document Images

Listed below are the images available for this filing.

|                               |
|-------------------------------|
| 01/26/2006 -- REINSTATEMENT   |
| 01/15/2003 -- Domestic Profit |

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**[Corporations Inquiry](#)[Corporations Help](#)<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=P03000005220&n2=NAMFW...> 3/21/2007

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Taylor/954-327-3741

**PREPARED BY:** Heidi Cavicchia

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDED THE BID FOR A MINI EXCAVATOR AND TRAILER TO EVERGLADES FARM EQUIPMENT CO., INC.

**REPORT IN BRIEF:** A competitive bid was conducted for the purchase of a mini excavator and trailer. The Town sent out bid specifications to sixteen (16) prospective bidders. The Town received four (4) responses, with two (2) bidders returning a "No Bid" response. The recommendation is for Everglades Farm Equipment Co., Inc. who was the lowest bidder for this equipment at a price of \$33,361.20

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** The recommended award has been reviewed by the Utilities Director and the Bid Specification Committee who all concur with the decision to award to Everglades Farm Equipment, Inc.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$33,361.20

Account Name: Capital Outlay - Equipment

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Procurement Authorization, Bid Opening Report, Utilities Department Recommendation, State of Florida Public Inquiry, Town of Davie Vendor/Bidder Disclosure Form, W-9 Form

RESOLUTION NO. R-2007-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDED THE BID FOR A MINI EXCAVATOR AND TRAILER TO EVERGLADES FARM EQUIPMENT CO., INC.

WHEREAS, the Town is in need of a mini excavator and trailer; and

WHEREAS, the Town solicited sealed bids for such equipment; and

WHEREAS, after review, the Town Council wishes to accept the bid from Everglades Farm Equipment Co., Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby accepts the bid from Everglades Farm Equipment Co., Inc. for a Mini Excavator and Trailer in the amount of \$33,361.20.

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities Department Capital Outlay - Equipment Account.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

BID OPENING REPORT

BID NAME: Mini Excavator w/Trailer

TIME: 2:08 pm

BID NUMBER: B-07-36

DATE: 03/22/07

ESTIMATED COST: \_\_\_\_\_

| NO. | CONTRACTOR'S NAME            | BID AMOUNT   | COMMERCIAL RANKING |
|-----|------------------------------|--------------|--------------------|
| 1.  | Everglades Farm Equip.       | \$ 33,361.20 | 1                  |
| 2.  | Ditch Witch                  | \$ NO Bid    | —                  |
| 3.  | Kelly Tractor                | \$ 40,880.00 | 2                  |
| 4.  | Flagler Construction Eq. Co. | \$ NO Bid    | —                  |
| 5.  |                              |              |                    |
| 6.  |                              |              |                    |
| 7.  |                              |              |                    |
| 8.  |                              |              |                    |
| 9.  |                              |              |                    |
| 10. |                              |              |                    |

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

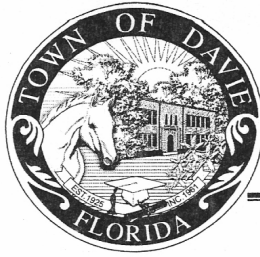
PURCHASING OFFICIAL: [Signature]

DATE: 3/22/07

WITNESS: Angie Salinas

DATE: 03/22/07





|                      |          |                     |          |
|----------------------|----------|---------------------|----------|
| Administration       | 797-1030 | Parks & Recreation  | 797-1145 |
| Budget & Finance     | 797-1050 | Police Department   | 693-8200 |
| Development Services | 797-1111 | Public Works        | 797-1240 |
| Engineering          | 797-1113 | Town Clerk's Office | 797-1023 |
| Fire Department      | 797-1090 | Utilities           | 327-3742 |
| Human Resources      | 797-1010 |                     |          |

TOWN OF DAVIE UTILITIES 6591 Orange Drive, Davie, Florida 33314-3399 (954) 327-3742

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**MEMORANDUM**

**TO:** Herb Hyman, Procurement Manager

**FROM:** William Peele, Superintendent of Operations *WP*

**THRU:** Bruce Taylor, Utilities Director *BT*

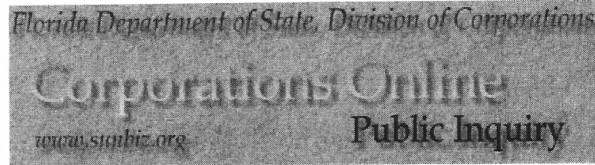
**DATE:** March 22, 2007

**RE:** Bid Recommendation – Mini Excavator & Trailer

The Utilities Department would like to recommend accepting the bid from Everglades Farm Equipment for a Mini Excavator and Trailer in the amount of \$33,361.20. We have reviewed the bids and feel that Everglades Farm Equipment, in addition to being the lowest bidder, meets the requirements of our specifications.

If you need additional information, please contact me.

:hkc



## Florida Profit

## EVERGLADES FARM EQUIPMENT CO., INC.

PRINCIPAL ADDRESS  
STATE ROAD 715 NORTH  
P O BOX 910  
BELLE GLADE FL 33430  
Changed 02/22/1989

MAILING ADDRESS  
STATE ROAD 715 NORTH  
P O BOX 910  
BELLE GLADE FL 33430  
Changed 02/22/1989

|                                  |                                       |                                     |
|----------------------------------|---------------------------------------|-------------------------------------|
| <b>Document Number</b><br>266329 | <b>FEI Number</b><br>591000566        | <b>Date Filed</b><br>01/21/1963     |
| <b>State</b><br>FL               | <b>Status</b><br>ACTIVE               | <b>Effective Date</b><br>NONE       |
| <b>Last Event</b><br>AMENDMENT   | <b>Event Date Filed</b><br>12/29/2006 | <b>Event Effective Date</b><br>NONE |

## Registered Agent

| Name & Address   |
|--|
| SCHLECHTER,JOHN O<br>NORTH CHOSEN RD<br>BELLE GLADE FL 33430 |

## Officer/Director Detail

| Name & Address  | Title |
|---|-------|
| SCHLECHTER,JOHN<br>STATE ROAD 715 NORTH<br>BELLE GLADE FL | P     |
| SCHLECHTER,ELEANOR<br>STATE ROAD 715 NORTH                | S     |

|   |    |
|---|----|
| BELLE GLADE FL                              |    |
| SCHLECHTER,ELEANOR<br>STATE ROAD 715 NORTH  | T  |
| BELLE GLADE FL                              |    |
| SCHLECHTER, MICHAEL<br>STATE ROAD 715 NORTH | VP |
| BELLE GLADE FL 33430                        |    |

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2005        | 01/24/2005 |
| 2006        | 02/16/2006 |
| 2007        | 02/01/2007 |

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No Name History Information

### Document Images

Listed below are the images available for this filing.

[02/01/2007 -- ANN REP/UNIFORM BUS REP](#)  
[12/29/2006 -- Amendment](#)  
[02/16/2006 -- ANN REP/UNIFORM BUS REP](#)  
[01/24/2005 -- ANN REP/UNIFORM BUS REP](#)  
[01/16/2004 -- ANN REP/UNIFORM BUS REP](#)  
[01/13/2003 -- COR - ANN REP/UNIFORM BUS REP](#)  
[02/05/2002 -- ANN REP/UNIFORM BUS REP](#)  
[02/28/2001 -- ANN REP/UNIFORM BUS REP](#)  
[02/20/2000 -- ANN REP/UNIFORM BUS REP](#)  
[02/15/1999 -- ANNUAL REPORT](#)  
[04/27/1998 -- ANNUAL REPORT](#)  
[05/02/1997 -- ANNUAL REPORT](#)  
[02/29/1996 -- ANNUAL REPORT](#)  
[03/14/1995 -- Annual Report](#)

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**Town of Davie  
Vendor/Bidder Disclosure**

I, CALVIN RILEY, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: EVERGLADES FARM EQ  
Address: 2017 NW 16<sup>th</sup> ST  
BELLE GLADE, FL 33430  
FEIN 591000566  
State and date of incorporation FLORIDA 1963

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name       | Address | Ownership    |
|-----------------------|---------|--------------|
| <u>JOHN SCHLEUTER</u> |         | <u>100</u> % |
| _____                 |         | _____ %      |
| _____                 |         | _____ %      |
| _____                 |         | _____ %      |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |

By: *Calvin Riley*

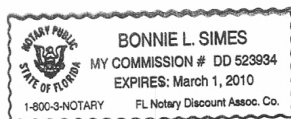
Signature of Affiant

Date: 3-20-07

CALVIN C RILEY

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 20 day of  
MARCH 2007, by CALVIN RILEY, he/she is  
personally known to me or has presented FDL as  
identification.



*Bonnie L. Simes*

Notary Public, State of Florida at Large

BONNIE L. SIMES

Print or Stamp of Notary

DD 523934

Serial Number

My Commission Expires: 3-1-2010



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman/797-1016

**PREPARED BY:** Herb Hyman/797-1016

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,  
ACCEPTING THE BIDS FOR HORTICULTURAL CHEMICALS.

**REPORT IN BRIEF:** A competitive bid was conducted for the supply of horticultural chemicals which may be needed by the Public Works Department, Capital Projects Department, Parks & Recreation Department and/or the Utilities Department. The Town acted as lead agency for the Southeast Florida Cooperative Purchasing Group for this bid. The Town sent out specifications to twenty (20) prospective bidders. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received eleven (11) bids. All bids were evaluated with regard to compliance with the specifications. The recommendation is for the lowest responsive and responsible bidder for each item as identified in Attachment "A". The initial contract is a one (1) year term with an option to renew for an additional one (1) year term by mutual agreement of the parties. Extensions, if appropriate, will be sent to the Town Council for approval.

**PREVIOUS ACTIONS:** Not applicable.

**CONCURRENCES:** The recommended award has been reviewed by the Procurement Manager and the Bid Specification Committee who concur with the decision to award to the lowest responsive and responsible bidder for each item.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: dependant upon department need

Account Name: operating budget of using department

Additional Comments: n/a

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Procurement Authorization

Award recommendation

Bid Tabulation

Incorporation Information



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR  
HORTICULTURAL CHEMICALS.

WHEREAS, the Town is in need of horticultural chemicals for various projects; and

WHEREAS, the Town, acting as lead agency for the Southeast Florida Cooperative Purchasing  
Group, solicited sealed bids for such horticultural chemicals; and

WHEREAS, after review, the Town Council wishes to accept the bid from the lowest responsive  
and responsible bidder for each item.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE,  
FLORIDA:

SECTION 1. The Town Council hereby accepts the bid from the lowest responsive and  
responsible bidder for each item for the supply of horticultural chemicals in accordance with unit prices  
identified in Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from the operating budget  
of each using department.

SECTION 3. The initial contract term is one (1) year with an option to extend the contract for an  
additional one (1) year term by mutual agreement of the parties. Contract extensions, if appropriate,  
will be sent to the Town Council for approval.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

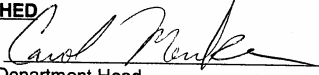
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION


**ACCOUNT NUMBER:** OPERATING BUDGET OF USING DEPTS. **BUDGET ITEM & DESCRIPTION:** HORTICULTURAL CHEMICALS **APPROXIMATE COST:** COMMODITY  
**METHOD OF PROCUREMENT** (check the one that applies)


- ☒ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source  
☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed   
 Department Head

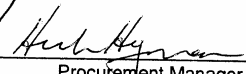
Have Funds been Reserved N/A - NO ACCOUNT OR ACCOUNT

Date 2/20/07 Signed 

Signed   
 Town Administrator

**BIDS SUBMITTED**

| VENDOR                                      | COST |
|---|------|
| LESCO, INC.                                 |      |
| HERENA CHEMICAL COMPANY                     |      |
| AGRO DISTRIBUTORS d/b/a PROSOURCE ONE, INC. |      |
| REGAL CHEMICAL COMPANY                      |      |
| DIAMOND R FERTILIZER CO., INC.              |      |
| ALENZA AKA DE ANGELO BROS. INC.             |      |
| SOUTHEASTERN TURFGRASS SUPPLY, INC.         |      |
| UNIVAR USA, INC.                            |      |
| CARSO, INC.                                 |      |
| DWS DISTRIBUTORS                            |      |
| PENNINGTON SCD, INC.                        |      |

Signed   
 Procurement Manager

**BID SPECIFICATION COMMITTEE'S RECOMMENDATION**

| Vendor                             | Cost                               |
|------------------------------------|------------------------------------|
| <u>LOWEST BIDDER FOR EACH ITEM</u> | <u>PER ATTACHED BID TABULATION</u> |

BID OPENING REPORT

BID NAME: HORTICULTURAL CHEMICALS

TIME: 3:05 PM

BID NUMBER: B-07-52

DATE: 3/13/07

ESTIMATED COST: COMMODITY

| NO. | CONTRACTOR'S NAME      | BID AMOUNT       | COMMERCIAL RANKING |
|-----|------------------------|------------------|--------------------|
| 1.  | DWS DISTRIBUTORS       |                  |                    |
| 2.  | ALENZA                 | See attached Bid |                    |
| 3.  | REGAL CHEMICALS        | Inclusion        |                    |
| 4.  | LESCO                  |                  |                    |
| 5.  | SOUTHEASTERN TURFGRASS |                  |                    |
| 6.  | HELENA CHEMICAL        |                  |                    |
| 7.  | UNIVAR USA             |                  |                    |
| 8.  | DIAMOND R FERTILIZER   |                  |                    |
| 9.  | AGRO DISTRIBUTORS      |                  |                    |
| 10. | CARSO, INC.            |                  |                    |

REMARKS

SPECS SENT TO TWENTY (20) RESPECTIVE BIDDERS  
TOWN REC'D ELEVEN (11) BIDS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]

DATE: 3/13/07

WITNESS: [Signature]

DATE: 3/13/07

## BID OPENING REPORT

BID NAME: HORTICULTURAL CHEMICALSTIME: 2:05 PMBID NUMBER: B-07-32DATE: 3/13/07ESTIMATED COST: COMMODITY

| NO. | CONTRACTOR'S NAME     | BID AMOUNT   | COMMERCIAL RANKING |
|-----|-----------------------|--------------|--------------------|
| 1.  | PENNINGTON SEED, Inc. | See attached | Best               |
| 2.  |                       | Calculation  |                    |
| 3.  |                       |              |                    |
| 4.  |                       |              |                    |
| 5.  |                       |              |                    |
| 6.  |                       |              |                    |
| 7.  |                       |              |                    |
| 8.  |                       |              |                    |
| 9.  |                       |              |                    |
| 10. |                       |              |                    |

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL:

DATE:


WITNESS:

Elena BaditzerDATE: 3/13/07

# MEMORANDUM

## Department of Budget and Finance

To: Bid Specification Committee

From: Herb Hyman, CPPB, Procurement Manager 

Through: Carol Menke, Acting Budget & Finance Director

Subject: Horticultural Chemicals

Date: March 20, 2007

This is a co-op bid with the Town of Davie acting as lead agency for the SE Florida Co-operative Purchasing Group. The technical requirements of this bid have been reviewed by Jim Romeo, City of Fort Lauderdale. Some bidders offered generic products as an "or equal". All generics were reviewed for compliance by Jim Romeo.

### HORTICULTURAL CHEMICALS-2006

| <u>ITEM</u>         | <u>VENDOR</u>   | <u>PRICE</u>  | <u>PRODUCT AWARDED</u> |
|---------------------|-----------------|---------------|------------------------|
| MSMA                | Diamond R       | \$13.89/gal.  | MSMA                   |
| Rodeo               | Lesco           | \$8.88/gal.   | Aquaneat               |
| Sencor              | Carso           | \$12.75/lb.   | Sencor                 |
| Roundup Pro 2.5 gal | Diamond R       | \$11.94/gal.  | Credit Extra           |
| Roundup Pro 30 gal  | Diamond R       | \$11.89/gal.  | Credit Extra           |
| Garlon              | Alenza          | \$51.10/gal.  | Triclopyr 3SL          |
| 2,4-D               | Pro Source One  | \$10.51/gal.  | 2,4-D                  |
| Three-Way           | Pro Source One  | \$20.00/gal.  | Strike Three           |
| Image               | Pro Source One  | \$69.68/pkg.  | Image                  |
| Surflan             | Alenza          | \$52.15/gal.  | Oryzalin 4 Pro         |
| Ronstar             | Regal Chemical  | \$1.181/lb.   | Ronstar                |
| Barricade           | Carso           | \$22.00/lb.   | Prodiamine             |
| Basagran            | Pro Source One  | \$80.00/gal.  | Basagran               |
| Pre-M 10 lb.        | Helena Chemical | \$8.97/lb.    | Pendulum               |
| Pre-M 50 lb.        | Pro Source One  | \$.947/lb.    | Pendulum               |
| Reward (Diquat)     | see note 1)     | \$93.50/gal.  | Reward                 |
| Manage              | Helena Chemical | \$55.00/oz.   | Sedge Hammer           |
| Trimec Plus         | Pro Source One  | \$32.00/gal.  | Trimec Plus            |
| Illoxan 3EC         | Helena Chemical | \$132.85/gal. | Illoxan                |
| Asulox              | Diamond R       | \$32.70/gal.  | Asulox                 |
| Finale              | Alenza          | \$54.75/gal.  | Finale                 |
| Pendulum 3.3EC      | Helena Chemical | \$25.50/gal.  | Pendulum 3.3           |
| Bonzi               | Helena Chemical | \$98.20/qt.   | Bonzi                  |
| Orthene T & O       | Lesco           | \$7.17/lb.    | Lescofate              |

| <u>ITEM</u>           | <u>VENDOR</u>   | <u>PRICE</u> | <u>PRODUCT</u> |
|-----------------------|-----------------|--------------|----------------|
| <b><u>AWARDED</u></b> |                 |              |                |
| Sevin SL              | Regal Chemical  | \$27.00/gal. | Sevin SL       |
| Nemacur 3             | Helena Chemical | \$102.90/gal | Nemacur 3SC    |
| Top Choice            | Pro Source One  | \$2.56/lb.   | Top Choice     |
| Malathion 5Ec         | Diamond R       | \$23.76/gal. | Malathion      |
| Oftinol Granular      | <b>NO AWARD</b> |              |                |
| Merit                 | SE Turf Grass   | \$3.74/oz.   | Imidipro       |
| Cygon                 | Univar          | \$29.40/gal. | Cygon          |
| Demand CS             | Univar          | \$105.00/qt  | Demand         |
| Talstar               | Pro Source One  | \$37.38/gal  | Bifen IT       |
| Coax                  | <b>NO AWARD</b> |              |                |
| Daconil ZN            | Carso           | \$28.00/gal. | Echo 720       |
| Subdue                | Diamond R       | \$315.90/gal | Mefenoxam      |
| Mancozeb              | Lesco           | \$15.48/gal  | Mancozeb       |
| Alliette Powder       | Lesco           | \$19.54/lb.  | Prodigy Sig.   |
| Amdro 25 lbs.         | Pro Source One  | \$4.50/lb    | Probait        |
| Amdro 3 lb.           | Diamond R       | \$4.86/lb.   | Probait        |
| Logic/Award           | Lesco           | \$6.34/lb    | Maxforce       |
| Wetting agent         | Pro Source One  | \$8.60/gal.  | Preference     |
| Tracker Dye 2.5 gal   | Helena Chemical | \$13.48/gal  | Exacto         |
| Tracker Dye 1 gal     | Helena Chemical | \$13.98/gal. | Exacto         |
| Stick/spread          | Pro Source One  | \$12.05/gal. | Proforma Blue  |
| Foam Buster           | Diamond R       | \$5.48/qt.   | Fome Kill      |

#### NOTES

- 1) The lowest bid for this item is a tie between Helena Chemical, Pro Source One, and Alenza. Award is made to all three vendors.

|    | A                    | B          | C                       | D          | E          | F         | G         | H          | I         |
|----|----------------------|------------|-------------------------|------------|------------|-----------|-----------|------------|-----------|
| 1  |                      |            | HORTICULTURAL CHEMICALS |            |            |           |           |            |           |
| 2  |                      |            |                         |            |            |           |           |            |           |
| 3  |                      |            |                         |            |            |           |           |            |           |
| 4  |                      | HELENA     | LESCO                   | PRO SOURCE | REGAL      | CARSO     | SE TURF   | DIAMOND R  | UNIVAR    |
| 5  |                      | CHEMICAL   | INC.                    | ONE        | CHEMICAL   | INC       | GRASS     | FERTILIZER | USA       |
| 6  | CATEGORY A           |            |                         |            |            |           |           |            |           |
| 7  | MSMA                 | 14.46/gal  | 16.40/gal               | 14.15/gal  | 17.75/gal  | 16.75/gal |           | 13.89/gal  | 14.80/gal |
| 8  | Rodeo 2 1/2 gal      | 15.78/gal  | 8.88/gal                | 24.00/gal  | 31.50/gal  | 22.00/gal | 27.28/gal |            | 22.38/gal |
| 9  | Sencor               | 36.89/lb   | 43.76/lb                | 37.13/lb   | 42.00/lb   | 12.75/lb  |           |            |           |
| 10 | Roundup Pro 2 1/2 g- | 12.24/gal  | 34.17/gal               | 13.37/gal  | 26.00/gal  | 12.25/gal | 15.56/gal | 11.94/gal  | 23.74/gal |
| 11 | Roundup Pro 30 gal   | 12.11/gal  | 29.55/gal               | 13.05/gal  | 28.00/gal  | 12.25/gal |           | 11.89/gal  | 23.02/gal |
| 12 | Carlton 2 1/2 gal    | 68.42/gal  |                         |            |            |           |           |            |           |
| 13 | 2,4-D 2 1/2 gal      | 12.60/gal  |                         | 10.51/gal  | 18.00/gal  |           |           | 10.70/gal  |           |
| 14 | Three-Way            | 24.00/gal  | 22.31/gal               | 20.00/gal  | 22.00/gal  |           |           |            |           |
| 15 | Image                |            | 82.00/pkg               | 69.68/pkg  | 94.50/pkg  |           |           |            |           |
| 16 | Surflan              | 58.00/gal  | 59.26/gal               | 58.95/gal  | 59.50/gal  |           |           | 67.90/gal  |           |
| 17 | Ronstar              | 1.35/lb    | 1.536/lb                | 1.40/lb    | 1.181/lb   |           |           |            |           |
| 18 | Barricade            | 29.92/lb   | 23.40/lb                | 27.00/lb   | 25.00/lb   | 22.00/lb  |           | 23.95/lb   | 22.85/lb  |
| 19 | Basigran             | 84.00/gal  | 87.16/gal               | 80.00/gal  | 94.00/gal  |           |           |            | 83.60/gal |
| 20 | Pre-M 10 lb. bag     | 8.97/lb    |                         |            |            |           |           |            |           |
| 21 | Pre-M 50 lb. bag     | 1.00/lb    |                         | .947/lb    |            |           |           |            |           |
| 22 | Reward (Diquat)      | 93.50/gal  | 117.05/gal              | 93.50/gal  | 68.46/oz   |           |           |            |           |
| 23 | Manage               | 55.00/oz   | 64.30/oz                | 55.00/oz   |            |           |           |            | 88.63/oz  |
| 24 | Trimec Plus          | 33.00/gal  |                         | 32.00/gal  | 42.00/gal  |           |           |            | 32.05/gal |
| 25 | Illoxan 3EC          | 132.85/gal | 164.66/gal              |            | 165.00/gal |           |           |            |           |
| 26 | Asulox               | 41.02/gal  |                         |            |            |           |           | 32.70/gal  |           |
| 27 | Finale               | 55.29/gal  |                         | 57.41/gal  | 81.20/gal  |           |           |            | 65.50/gal |
| 28 | Pendulum 3.3EC       | 25.50/gal  | 33.57/gal               | 34.80/gal  | 37.00/gal  |           |           |            | 35.20/gal |
| 29 | Bonzi                | 98.20/qt   |                         | 99.50/qt   |            |           |           |            |           |

|    | A                    | J         | K         | L          |
|----|----------------------|-----------|-----------|------------|
| 1  |                      |           |           |            |
| 2  |                      |           |           |            |
| 3  |                      |           |           |            |
| 4  |                      | ALENZA    | DWS       | PENNINGTON |
| 5  |                      |           | DIST      | SEED       |
| 6  | CATEGORY A           |           |           |            |
| 7  | MSMA                 | 13.90/gal |           |            |
| 8  | Rodeo 2 1/2 gal      | 17.75/gal | 30.00/gal |            |
| 9  | Sencor               |           |           |            |
| 10 | Roundup Pro 2 1/2 gf | 12.95/gal | 15.75/gal | 16.12/gal  |
| 11 | Roundup Pro 30 gal   | 12.70/gal | 15.00/gal |            |
| 12 | Garlon 2 1/2 gal     | 51.10/gal |           |            |
| 13 | 2,4-D 2 1/2 gal      | 12.95/gal |           |            |
| 14 | Three-Way            | 24.17/gal |           |            |
| 15 | Image                |           |           |            |
| 16 | Surflan              | 52.15/gal |           |            |
| 17 | Ronstar              |           |           |            |
| 18 | Barricade            |           |           |            |
| 19 | Basigran             |           |           |            |
| 20 | Pre-M 10 lb. bag     |           |           |            |
| 21 | Pre-M 50 lb. bag     |           |           |            |
| 22 | Reward (Diquat)      | 93.50/gal |           |            |
| 23 | Manage               |           |           |            |
| 24 | Trimec Plus          |           |           |            |
| 25 | Illoxan 3EC          |           |           |            |
| 26 | Asulox               |           |           |            |
| 27 | Finale               | 54.75/gal |           |            |
| 28 | Pendulum 3.3EC       | 39.17/gal |           |            |
| 29 | Bonzi                |           |           |            |

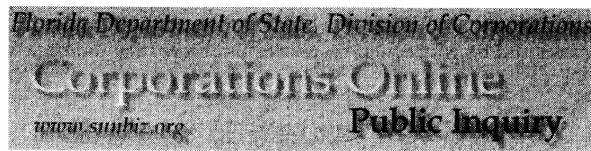


|                   | A | B                     | C                              | D                 | E               | F            | G              | H                 | I             |
|-------------------|---|-----------------------|--------------------------------|-------------------|-----------------|--------------|----------------|-------------------|---------------|
| 1                 |   |                       | <b>HORTICULTURAL CHEMICALS</b> |                   |                 |              |                |                   |               |
| 30                |   | <b>HELENA</b>         | <b>LESCO</b>                   | <b>PRO SOURCE</b> | <b>REGAL</b>    | <b>CARSO</b> | <b>SE TURF</b> | <b>DIAMOND R</b>  | <b>UNIVAR</b> |
| 31                |   | <b>CHEMICAL</b>       | <b>INC.</b>                    | <b>ONE</b>        | <b>CHEMICAL</b> | <b>INC.</b>  | <b>GRASS</b>   | <b>FERTILIZER</b> | <b>USA</b>    |
| 32                |   |                       |                                |                   |                 |              |                |                   |               |
| 33                |   |                       |                                |                   |                 |              |                |                   |               |
| <b>CATEGORY B</b> |   |                       |                                |                   |                 |              |                |                   |               |
| 34                |   | 9.50/lb               | 7.17/lb                        |                   | 9.00/lb         | 7.35/lb      | 8.75/lb        | 7.70/lb           | 10.40/lb      |
| 35                |   | Sevin SL              | 33.66/gal                      | 33.84/gal         |                 | 27.00/gal    | 28.10/gal      | 27.50/gal         | 34.60/gal     |
| 36                |   | Nemacur 3             | 102.90/gal                     |                   |                 |              |                |                   |               |
| 37                |   | Top Choice            | 2.59/lb                        | 2.66/lb           | 2.60/lb         |              |                |                   | 1.70/lb       |
| 38                |   | Malathion sec         | 23.93/gal                      | 24.52/gal         | 25.75/gal       |              |                | 23.76/gal         | 24.50/gal     |
| 39                |   | Ofthiol Granular      |                                |                   |                 |              |                |                   |               |
| 40                |   | Mentl 2 oz.           | 21.29/oz.                      | 19.00/oz          | 24.50/oz        |              | 3.74/oz        | 13.75/oz          | 21.00/oz      |
| 41                |   | Cygon                 |                                | 17.74/oz          |                 | 38.00/gal    |                | 30.64/gal         | 29.40/gal     |
| 42                |   | Demand CS             |                                | 112.75/ct         |                 |              |                |                   | 105.00/ct     |
| 43                |   | Talstar               | 59.00/gal                      | 52.12/gal         | 69.50/gal       |              | 57.83/gal      | 43.68/gal         | 43.40/gal     |
| 44                |   | Coax                  |                                |                   |                 |              |                |                   |               |
| 45                |   |                       |                                |                   |                 |              |                |                   |               |
| <b>CATEGORY C</b> |   |                       |                                |                   |                 |              |                |                   |               |
| 46                |   | Daconil 2787          | 50.00/gal                      | 34.67/gal         | 49.00/gal       | 28.00/gal    | 38.88/gal      | 37.49/gal         |               |
| 47                |   | Subdue                | 550.00/gal                     | 409.01/gal        | 400.00/gal      |              |                | 315.90/gal        | 405.00/gal    |
| 48                |   | Mancozeb              | 15.73/gal                      | 15.48/gal         | 22.70/lb        |              |                |                   | 18.35/gal     |
| 49                |   | Alliette Powder       | 19.93/lb                       | 19.54/lb          | 22.15/lb        |              |                |                   | 23.50/lb      |
| 50                |   |                       |                                |                   |                 |              |                |                   |               |
| <b>CATEGORY D</b> |   |                       |                                |                   |                 |              |                |                   |               |
| 51                |   | Amdro 25 lb.          | 6.70/lb                        | 6.34/lb           | 4.50/lb         | 6.15/lb      |                | 4.57/lb           | 6.20/lb       |
| 52                |   | Amdro 3 lb.           | 6.79/lb                        | 6.76/lb           | 6.25/lb         |              |                | 4.86/lb           |               |
| 53                |   | Logic/Award           | 7.00/lb                        | 6.34/lb           | 6.71/lb         | 7.25/lb      |                |                   | 7.15/lb       |
| 54                |   |                       |                                |                   |                 |              |                |                   |               |
| <b>CATEGORY E</b> |   |                       |                                |                   |                 |              |                |                   |               |
| 55                |   | Wetting Agent         | 10.04/gal                      | 28.22/gal         | 8.60/gal        | 50.00/gal    |                |                   |               |
| 56                |   |                       |                                |                   |                 |              |                |                   |               |
| <b>CATEGORY F</b> |   |                       |                                |                   |                 |              |                |                   |               |
| 57                |   | Tracker Dye 2 1/2 gal | 13.48/gal                      | 27.06/gal         |                 | 38.00/gal    |                |                   | 26.00/gal     |
| 58                |   | Tracker Dye 1 gal     | 13.98/gal                      |                   | 24.23/gal       | 28.00/gal    |                |                   |               |
| 59                |   |                       |                                |                   |                 |              |                |                   |               |
| <b>CATEGORY G</b> |   |                       |                                |                   |                 |              |                |                   |               |
| 60                |   | Sticker/spreader      | 48.66/gal                      | 17.61/gal         | 12.05/gal       | 12.75/gal    |                |                   |               |
| 61                |   |                       |                                |                   |                 |              |                |                   |               |
| <b>CATEGORY H</b> |   |                       |                                |                   |                 |              |                |                   |               |
| 62                |   | Foam Buster           | 7.74/pt                        | 5.54/pt           | 5.00/pt         |              |                | 5.48/ct           |               |

|    | A                    | B          | C                       | D          | E          | F         | G         | H          | I         |
|----|----------------------|------------|-------------------------|------------|------------|-----------|-----------|------------|-----------|
| 1  |                      |            | HORTICULTURAL CHEMICALS |            |            |           |           |            |           |
| 2  |                      |            |                         |            |            |           |           |            |           |
| 3  |                      |            |                         |            |            |           |           |            |           |
| 4  |                      | HELENA     | LESCO                   | PRO SOURCE | REGAL      | CARSO     | SE TURF   | DIAMOND R  | UNIVAR    |
| 5  |                      | CHEMICAL   | INC.                    | ONE        | CHEMICAL   | INC       | GRASS     | FERTILIZER | USA       |
| 6  | CATEGORY A           |            |                         |            |            |           |           |            |           |
| 7  | MSMA                 | 14.46/gal  | 16.40/gal               | 14.15/gal  | 17.75/gal  | 16.75/gal |           | 13.89/gal  | 14.80/gal |
| 8  | Rodeo 2 1/2 gal      | 15.78/gal  | 8.88/gal                | 24.00/gal  | 31.50/gal  | 22.00/gal | 27.28/gal |            | 22.38/gal |
| 9  | Sencor               | 36.89/lb   | 43.76/lb                | 37.13/lb   | 42.00/lb   | 12.75/lb  |           |            |           |
| 10 | Roundup Pro 2 1/2 g: | 12.24/gal  | 34.17/gal               | 13.37/gal  | 26.00/gal  | 12.25/gal | 15.56/gal | 11.94/gal  | 23.74/gal |
| 11 | Roundup Pro 30 gal   | 12.11/gal  | 29.55/gal               | 13.05/gal  | 28.00/gal  | 12.25/gal |           | 11.89/gal  | 23.02/gal |
| 12 | Carlton 2 1/2 gal    | 68.42/gal  |                         |            |            |           |           |            |           |
| 13 | 2,4-D 2 1/2 gal      | 12.60/gal  |                         | 10.51/gal  | 18.00/gal  |           |           | 10.70/gal  |           |
| 14 | Three-Way            | 24.00/gal  | 22.31/gal               | 20.00/gal  | 22.00/gal  |           |           |            |           |
| 15 | Image                |            | 82.00/pkg               | 69.68/pkg  | 94.50/pkg  |           |           |            |           |
| 16 | Surflan              | 58.00/gal  | 59.26/gal               | 58.95/gal  | 59.50/pkg  |           |           | 67.90/gal  |           |
| 17 | Ronstar              | 1.35/lb    | 1.536/lb                | 1.40/lb    | 1.181/lb   |           |           |            |           |
| 18 | BartCade             | 29.92/lb   | 23.40/lb                | 27.00/lb   | 25.00/lb   | 22.00/lb  |           | 23.95/lb   | 22.85/lb  |
| 19 | Basigran             | 84.00/gal  | 87.16/gal               | 80.00/gal  | 94.00/gal  |           |           |            | 83.60/gal |
| 20 | Pre-M 10 lb. bag     | 8.97/lb    |                         |            |            |           |           |            |           |
| 21 | Pre-M 50 lb. bag     | 1.00/lb    |                         | .947/lb    |            |           |           |            |           |
| 22 | Reward (Diquat)      | 93.50/gal  | 117.05/gal              | 93.50/gal  | 68.46/oz   |           |           |            |           |
| 23 | Manage               | 55.00/oz   | 64.30/oz                | 55.00/oz   |            |           |           |            | 88.63/oz  |
| 24 | Trimec Plus          | 33.00/gal  |                         | 32.00/gal  | 42.00/gal  |           |           |            | 32.05/gal |
| 25 | Illoxan 3EC          | 132.85/gal | 164.66/gal              |            | 165.00/gal |           |           | 32.70/gal  |           |
| 26 | Asulox               | 41.02/gal  |                         |            |            |           |           |            |           |
| 27 | Finale               | 55.29/gal  |                         | 57.41/gal  | 81.20/gal  |           |           |            | 65.50/gal |
| 28 | Pendulum 3.3EC       | 25.50/gal  | 33.57/gal               | 34.80/gal  | 37.00/gal  |           |           |            | 35.20/gal |
| 29 | Bonzi                | 98.20/qt   |                         | 99.50/qt   |            |           |           |            |           |

|    | A                    | J         | K         | L          |
|----|----------------------|-----------|-----------|------------|
| 1  |                      |           |           |            |
| 2  |                      |           |           |            |
| 3  |                      |           |           |            |
| 4  |                      | ALENZA    | DWS       | PENNINGTON |
| 5  |                      |           | DIST      | SEED       |
| 6  | CATEGORY A           |           |           |            |
| 7  | MSMA                 | 13.90/gal |           |            |
| 8  | Rodeo 2 1/2 gal      | 17.75/gal | 30.00/gal |            |
| 9  | Sencor               |           |           |            |
| 10 | Roundup Pro 2 1/2 qt | 12.95/gal | 15.75/gal | 16.12/gal  |
| 11 | Roundup Pro 30 gal   | 12.70/gal | 15.00/gal |            |
| 12 | Carlton 2 1/2 gal    | 51.10/gal |           |            |
| 13 | 2,4-D 2 1/2 gal      | 12.95/gal |           |            |
| 14 | Three-Way            | 24.17/gal |           |            |
| 15 | Image                |           |           |            |
| 16 | Surflan              | 52.15/gal |           |            |
| 17 | Ronstar              |           |           |            |
| 18 | Barricade            |           |           |            |
| 19 | Basigran             |           |           |            |
| 20 | Pre-M 10 lb. bag     |           |           |            |
| 21 | Pre-M 50 lb. bag     |           |           |            |
| 22 | Reward (Diquat)      | 93.50/gal |           |            |
| 23 | Manage               |           |           |            |
| 24 | Trimec Plus          |           |           |            |
| 25 | Illoxan 3EC          |           |           |            |
| 26 | Asulox               |           |           |            |
| 27 | Finale               | 54.75/gal |           |            |
| 28 | Pendulum 3.3EC       | 39.17/gal |           |            |
| 29 | Bonzi                |           |           |            |

|    | A | B                     | C                              | D                 | E               | F            | G              | H                 | I             |
|----|---|-----------------------|--------------------------------|-------------------|-----------------|--------------|----------------|-------------------|---------------|
| 1  |   |                       | <b>HORTICULTURAL CHEMICALS</b> |                   |                 |              |                |                   |               |
| 30 |   | <b>HELENA</b>         | <b>LESCO</b>                   | <b>PRO SOURCE</b> | <b>REGAL</b>    | <b>CARSO</b> | <b>SE TURF</b> | <b>DIAMOND R</b>  | <b>UNIVAR</b> |
| 31 |   | <b>CHEMICAL</b>       | <b>INC.</b>                    | <b>ONE</b>        | <b>CHEMICAL</b> | <b>INC.</b>  | <b>GRASS</b>   | <b>FERTILIZER</b> | <b>USA</b>    |
| 32 |   |                       |                                |                   |                 |              |                |                   |               |
| 33 |   | <b>CATEGORY B</b>     |                                |                   |                 |              |                |                   |               |
| 34 |   | Orthene T & O         | 9.50/lb                        | 7.17/lb           | 9.00/lb         | 7.35/lb      | 8.75/lb        | 7.70/lb           | 10.40/lb      |
| 35 |   | Sevin SL              | 33.66/gal                      | 33.84/gal         | 27.00/gal       | 28.10/gal    |                | 27.50/gal         | 34.60/gal     |
| 36 |   | Nemacur 3             | 102.90/gal                     |                   |                 |              |                |                   |               |
| 37 |   | Top Choice            | 2.59/lb                        | 2.66/lb           | 2.60/lb         |              |                |                   | 1.70/lb       |
| 38 |   | Malathion sec         | 23.93/gal                      | 24.52/gal         | 25.75/gal       |              |                | 23.76/gal         | 24.50/gal     |
| 39 |   | Ofitnol Granular      |                                |                   |                 |              |                |                   |               |
| 40 |   | Mentl 2 oz.           | 21.29/oz.                      | 17.74/oz          | 19.00/oz        | 24.50/oz     | 3.74/oz        | 13.75/oz          | 21.00/oz      |
| 41 |   | Cygon                 |                                |                   |                 | 38.00/gal    |                | 30.64/gal         | 29.40/gal     |
| 42 |   | Demand CS             |                                | 112.75/ct         |                 |              |                |                   | 105.00/ct     |
| 43 |   | Talstar               | 59.00/gal                      | 52.12/gal         | 69.50/gal       |              | 57.83/gal      | 43.68/gal         | 43.40/gal     |
| 44 |   | Coax                  |                                |                   |                 |              |                |                   |               |
| 45 |   | <b>CATEGORY C</b>     |                                |                   |                 |              |                |                   |               |
| 46 |   | Daconil 2787          | 50.00/gal                      | 34.67/gal         | 49.00/gal       | 28.00/gal    | 38.88/gal      | 37.49/gal         |               |
| 47 |   | Subdue                | 550.00/gal                     | 409.01/gal        | 400.00/gal      |              |                | 315.90/gal        | 405.00/gal    |
| 48 |   | Mancozeb              | 15.73/gal                      | 15.48/gal         | 22.70/lb        |              |                |                   | 18.35/gal     |
| 49 |   | Alliette Powder       | 19.93/lb                       | 19.54/lb          | 22.15/lb        |              |                |                   | 23.50/lb      |
| 50 |   | <b>CATEGORY D</b>     |                                |                   |                 |              |                |                   |               |
| 51 |   | Amdro 25 lb.          | 6.70/lb                        | 6.34/lb           | 4.50/lb         | 6.15/lb      |                | 4.57/lb           | 6.20/lb       |
| 52 |   | Amdro 3 lb.           | 6.79/lb                        | 6.76/lb           | 6.25/lb         |              |                | 4.86/lb           |               |
| 53 |   | Logic/Award           | 7.00/lb                        | 6.34/lb           | 6.71/lb         | 7.25/lb      |                |                   | 7.15/lb       |
| 54 |   | <b>CATEGORY E</b>     |                                |                   |                 |              |                |                   |               |
| 55 |   | Wetting Agent         | 10.04/gal                      | 28.22/gal         | 8.60/gal        | 50.00/gal    |                |                   |               |
| 56 |   | <b>CATEGORY F</b>     |                                |                   |                 |              |                |                   |               |
| 57 |   | Tracker Dye 2 1/2 gal | 13.48/gal                      | 27.06/gal         | 38.00/gal       |              |                | 26.00/gal         |               |
| 58 |   | Tracker Dye 1 gal     | 13.98/gal                      |                   | 28.00/gal       |              |                |                   |               |
| 59 |   | <b>CATEGORY G</b>     |                                |                   |                 |              |                |                   |               |
| 60 |   | Sticker/Spreader      | 48.66/gal                      | 17.61/gal         | 12.05/gal       | 12.75/gal    |                |                   |               |
| 61 |   | <b>CATEGORY H</b>     |                                |                   |                 |              |                |                   |               |
| 62 |   | Foam Buster           | 7.74/pt                        | 5.54/pt           | 5.00/pt         |              |                | 5.48/ct           |               |



## Florida Profit

### DIAMOND R FERTILIZER CO., INC.

**PRINCIPAL ADDRESS**  
 4100 GLADES ROAD  
 FT. PIERCE FL 34981-4711  
 Changed 06/12/1991

**MAILING ADDRESS**  
 4100 GLADES ROAD  
 FT. PIERCE FL 34981-4711  
 Changed 06/12/1991

**Document Number**  
 142303

**FEI Number**  
 590593514

**Date Filed**  
 07/12/1943

**State**  
 FL

**Status**  
 ACTIVE

**Effective Date**  
 NONE

**Last Event**  
 AMENDMENT

**Event Date Filed**  
 10/14/2005

**Event Effective Date**  
 NONE

## Registered Agent

| Name & Address   |
|--|
| MIKLES, MIKE<br>4100 GLADES ROAD<br>FT PIERCE FL 34981 |
| Name Changed: 10/08/2004                               |
| Address Changed: 10/08/2004                            |

## Officer/Director Detail

| Name & Address                                    | Title |
|---|-------|
| SCOTT, KEN<br>PO BOX 2457<br>FORT PIERCE FL 34954 | S     |
| ROPER, BERT<br>P.O. BOX 770218                    | VC    |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=142303&n2=NAMFWD&n3=0...> 4/2/2007

|  |   |
|--|---|
| WINTER GARDEN FL 34777                                       |   |
| MIKLES, MIKE<br>1400 GLADES ROAD<br>FORT PIERCE FL 34981     | P |
| CHILDS, ROY<br>700 SE FEDERAL HWY STE 200<br>STUART FL 34987 | C |
| CASSENS, STEVE<br>P.O. BOX 770218<br>FT. PIERCE FL 34954     | T |
| KAY, TRACY<br>4100 GLADES RD.<br>FT. PIERCE FL 34981         | V |

### Annual Reports

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|-------------|------------|
| 2005        | 03/11/2005 |
| 2006        | 02/27/2006 |
| 2007        | 03/19/2007 |

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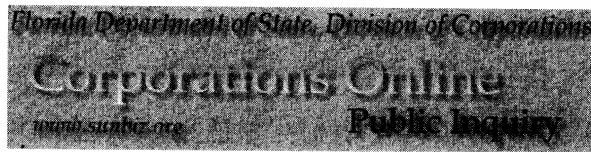
No Name History Information

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[10/08/2004 -- Amendment](#)  
[04/19/2004 -- ANN REP/UNIFORM BUS REP](#)  
[03/21/2003 -- ANN REP/UNIFORM BUS REP](#)  
[03/11/2002 -- ANNUAL REPORT](#)  
[01/16/2001 -- ANNUAL REPORT](#)  
[10/17/2000 -- Reg. Agent Change](#)  
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[04/08/1999 -- ANNUAL REPORT](#)  
[03/30/1998 -- ANNUAL REPORT](#)  
[01/30/1997 -- ANNUAL REPORT](#)  
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**Foreign Profit****LESCO PRODUCTS, INC.**

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**Cross Reference Name****LESCO, INC.**

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**PRINCIPAL ADDRESS**  
1301 E 9TH ST SUITE 1300  
CLEVELAND OH 44114 US  
Changed 02/21/2005

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**MAILING ADDRESS**  
1301 E 9TH ST SUITE 1300  
CLEVELAND OH 44114 US  
Changed 02/21/2005

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**Document Number**  
834580**FEI Number**  
340904517**Date Filed**  
06/26/1975**State**  
OH**Status**  
ACTIVE**Effective Date**  
NONE**Last Event**  
AMENDMENT**Event Date Filed**  
10/01/1985**Event Effective Date**  
NONE

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**Registered Agent**

| Name & Address  |
|---|
| CT CORPORATION SYSTEM<br>C/O CT CORPORATION SYSTEM<br>1200 SOUTH PINE ISLAND RD.<br>PLANTATION FL 33324 |
| Name Changed: 11/13/1997  |
| Address Changed: 11/13/1997   |

---

**Officer/Director Detail**

---

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=834580&n2=NAMFWD&n3=0...> 4/2/2007

| Name & Address  | Title |
|---|-------|
| RUTHERFORD, JEFFREY<br>1301 E 9TH ST SUITE 1300<br>CLEVELAND OH 44114   | P     |
| ERBAUGH, MARTIN J<br>1301 E 9TH ST SUITE 1300<br>CLEVELAND OH 44114     | D     |
| MINATHAN, KATHLEEN M<br>1301 E 9TH ST SUITE 1300<br>CLEVELAND OH 44114  | S     |
| GIBBONS, MICHAEL E<br>1301 E 9TH ST SUITE 1300<br>CLEVELAND OH 44114    | D     |
| HEISATHRTH, MICHAEL A<br>1301 E 9TH ST SUITE 1300<br>CLEVELAND OH 44114 | T     |

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| Report Year | Filed Date |
|-------------|------------|
| 2004        | 03/01/2004 |
| 2005        | 04/30/2005 |
| 2006        | 05/01/2006 |

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[04/14/2003 -- ANN REP/UNIFORM BUS REP](#)  
[05/14/2002 -- ANNUAL REPORT](#)  
[05/16/2001 -- ANN REP/UNIFORM BUS REP](#)  
[03/15/2000 -- ANNUAL REPORT](#)  
[05/05/1999 -- ANNUAL REPORT](#)  
[05/01/1998 -- ANNUAL REPORT](#)  
[11/13/1997 -- Reg. Agent Change](#)  
[06/24/1997 -- ANNUAL REPORT](#)  
[05/01/1996 -- ANNUAL REPORT](#)

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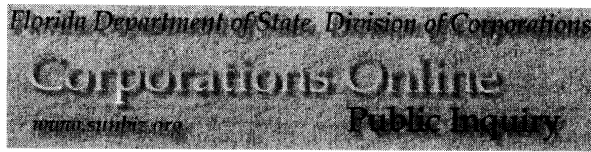
05/01/1995 -- Annual Report

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**Corporations Help**

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## Foreign Profit

### HELENA CHEMICAL COMPANY

#### PRINCIPAL ADDRESS

225 SCHILLING BLVD  
STE 300  
COLLIERVILLE TN 38107  
Changed 02/11/2003

#### MAILING ADDRESS

225 SCHILLING BLVD  
STE 300  
COLLIERVILLE TN 38107  
Changed 02/11/2003

**Document Number**  
838677

**FEI Number**  
710293688

**Date Filed**  
06/29/1977

**State**  
DE

**Status**  
ACTIVE

**Effective Date**  
NONE

**Last Event**  
NAME CHANGE  
AMENDMENT

**Event Date Filed**  
11/28/1977

**Event Effective Date**  
NONE

## Registered Agent

| Name & Address   |
|--|
| CT CORPORATION SYSTEM<br>1200 S. PINE ISLAND ROAD<br>PLANTATION FL 33324 |
| Name Changed: 03/04/1992   |
| Address Changed: 03/04/1992  |

## Officer/Director Detail

| Name & Address                           | Title |
|--|-------|
| SAKAMOTO, KAZUHIKO<br>450 LEXINGTON AVE. | DCOB  |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=838677&n2=NAMFWD&n3=0...> 4/2/2007

|   |      |
|---|------|
| NEW YORK NY 10017   |      |
| MCCARTY, MIKE<br>1602 INDIAN WELLS E<br>COLLIERVILLE TN 38017       | PCEO |
| NISHIMI, TORU<br>450 LEXINGTON AVE.<br>NEW YORK NY 10017            | D    |
| TRAXLER, TROY D.,JR.<br>225 SCHILLING BLVD<br>COLLIERVILLE TN 38017 | VCFO |
| POSHIO, SCHINIZU<br>225 SCHILING<br>COLLIERVILLE TN 38017           | D    |
| TOSHIO, SHIMIZU<br>225 SCHILLING BLVD<br>COLLIERVILLE TN 38017      | D    |

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|-------------|------------|
| 2004        | 04/05/2004 |
| 2005        | 04/06/2005 |
| 2006        | 02/16/2006 |

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[02/06/2002 -- ANN REP/UNIFORM BUS REP](#)  
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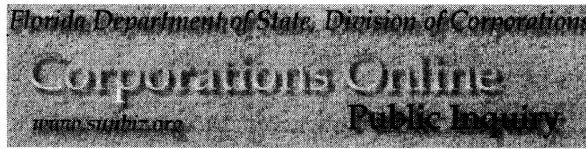
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**Foreign Limited Liability****AGRO DISTRIBUTION, LLC**

---

**PRINCIPAL ADDRESS**  
5500 CENEX DRIVE  
INVER GROVE HEIGHTS MN 55077

---

**MAILING ADDRESS**  
P.O. BOX 64101  
MS 2500  
ST. PAUL MN 55164-0101  
Changed 09/24/2001

---

**Document Number**  
M99000000970

**FEI Number**  
411941923

**Date Filed**  
06/25/1999

**State**  
DE

**Status**  
ACTIVE

**Effective Date**  
NONE

**Total Contribution**  
100,000.00

---

**Registered Agent**

| Name & Address   |
|--|
| C T CORPORATION SYSTEM<br>1200 SOUTH PINE ISLAND ROAD<br>PLANTATION FL 33324 |

---

**Manager/Member Detail**

| Name & Address  | Title |
|---|-------|
| PALMQUIST, MARK<br>5500 CENEX DRIVE<br>INVER GROVE HEIGHTS MN 55077 | MGR   |
| KNUTSON, DAN<br>4001 N. LEXINGTON AVENUE<br>ARDEN HILLS MN 55126    | MGR   |
| BROWNE, RICK  |       |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=M99000000970&n2=NAMFW...> 4/2/2007

|  |     |
|--|-----|
| 5500 CENEX DRIVE<br>INVER GROVE HEIGHTS MN 55077                 | MGR |
| FIFE, JIM<br>4001 LEXINGTON AVENUE NORTH<br>ARDEN HILLS MN 55126 | MGR |

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| 2004        | 04/19/2004 |
| 2005        | 04/13/2005 |
| 2006        | 04/20/2006 |

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No Name History Information

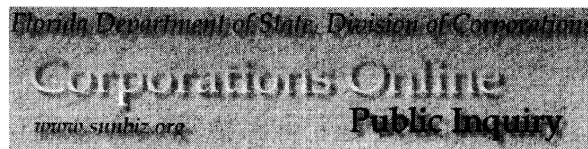
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## Florida Profit

### SOUTHEASTERN TURF GRASS SUPPLY, INC.

**PRINCIPAL ADDRESS**  
 6942 PHILLIPS PARKWAY DR. N.  
 JACKSONVILLE FL 32256 US  
 Changed 04/20/1993

**MAILING ADDRESS**  
 6942 PHILLIPS PKWY. DR., N.  
 JACKSONVILLE FL 32256 US  
 Changed 04/06/1994

**Document Number**  
 F52480

**FEI Number**  
 592143802

**Date Filed**  
 11/02/1981

**State**  
 FL

**Status**  
 ACTIVE

**Effective Date**  
 NONE

## Registered Agent

| Name & Address   |
|--|
| WICKER, ROBERT H.<br>347 SAN JUAN DRIVE<br>PONTE VEDRA BCH. FL 32082 |
| Name Changed: 02/07/1991   |
| Address Changed: 04/06/1994  |

## Officer/Director Detail

| Name & Address   | Title |
|--|-------|
| WICKER, ROBERT H<br>347 SAN JUAN DRIVE<br>PONTE VEDRA BEACH FL | P     |
| WICKER, JONATHAN C<br>44 JACKSON<br>PONTE VEDRA BEACH FL 32083 | V     |
| WICKER, ROBERT D<br>427 SOUTH STREET                           |       |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=F52480&n2=NAMFWD&n3=0...> 4/2/2007

NEPTUNE BEACH FL 32266

V

### Annual Reports

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| 2004        | 11/05/2004 |
| 2005        | 04/18/2005 |
| 2006        | 04/20/2006 |

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No Name History Information

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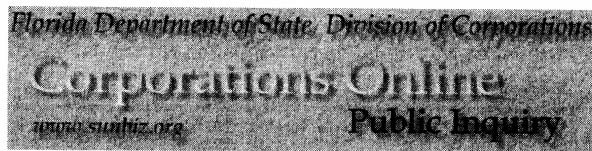
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[04/23/2001 -- ANN REP/UNIFORM BUS REP](#)  
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[04/29/1999 -- ANNUAL REPORT](#)  
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[04/30/1997 -- ANNUAL REPORT](#)  
[04/23/1996 -- ANNUAL REPORT](#)  
[04/28/1995 -- Annual Report](#)

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**Foreign Profit****UNIVAR USA INC.**

---

**PRINCIPAL ADDRESS**  
17425 NE UNION HILL RD  
REDMOND WA 98052 US  
Changed 01/16/2007

---

**MAILING ADDRESS**  
P O BOX 34325  
SEATTLE WA 98124-1325 US  
Changed 03/23/1993

---

**Document Number**  
P11844

**FEI Number**  
911347935

**Date Filed**  
10/20/1986

**State**  
WA

**Status**  
ACTIVE

**Effective Date**  
NONE

**Last Event**  
NAME CHANGE  
AMENDMENT

**Event Date Filed**  
07/19/2002

**Event Effective Date**  
NONE

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**Registered Agent**

| Name & Address   |
|--|
| C T CORPORATION SYSTEM<br>1200 SOUTH PINE ISLAND ROAD<br>PLANTATION FL 33324 |
| Name Changed: 07/24/1995   |
| Address Changed: 07/24/1995  |

---

**Officer/Director Detail**

| Name & Address  | Title |
|---|-------|
| RIEMATH, ROBERT J<br>17425 NE UNION HILL RD<br>REDMOND WA 98052 | VPIS  |
| HECKENBERG, BRUCE   |       |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=P11844&n2=NAMFWD&n3=0...> 4/2/2007

|  |      |
|--|------|
| 17425 NE UNION HILL RD<br>REDMOND WA 98052                       | V    |
| HILL, WARREN T<br>17425 NE UNION HILL RD<br>REDMOND WA 98052     | PD   |
| MIRABELLI, FRANK<br>17425 NE UNION HILL ROAD<br>REDMOND WA 98052 | SRVP |
| KUSAKABE, PERRY<br>17425 NE UNION HILL ROAD<br>REDMOND WA 98052  | S    |
| WELCH, MICHAEL<br>17425 NE UNION HILL ROAD<br>REDMOND WA 98052   | AT   |

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|-------------|------------|
| 2005        | 03/15/2005 |
| 2006        | 01/31/2006 |
| 2007        | 01/16/2007 |

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[01/20/2004 -- ANN REP/UNIFORM BUS REP](#)  
[03/13/2003 -- ANN REP/UNIFORM BUS REP](#)  
[07/19/2002 -- Name Change](#)  
[02/03/2002 -- ANN REP/UNIFORM BUS REP](#)  
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[04/17/2001 -- Name Change](#)  
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[01/22/2000 -- ANNUAL REPORT](#)  
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http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=P11844&n2=NAMFWD&n3=0... 4/2/2007

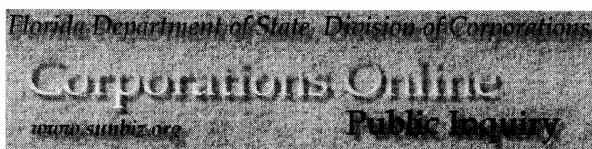
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[03/22/1995 -- Annual Report](#)

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**Corporations Inquiry**

**Corporations Help**

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**Foreign Profit****DEANGELO BROTHERS, INC.**

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**PRINCIPAL ADDRESS**  
100 N. CONAHAN DRIVE  
HAZLETON PA 18201

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**MAILING ADDRESS**  
100 N. CONAHAN DRIVE  
HAZLETON PA 18201

---

**Document Number**  
F97000000347**FEI Number**  
232332783**Date Filed**  
01/22/1997**State**  
PA**Status**  
ACTIVE**Effective Date**  
NONE**Last Event**  
REINSTATEMENT**Event Date Filed**  
03/08/2007**Event Effective Date**  
NONE

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**Registered Agent**

| Name & Address   |
|--|
| C T CORPORATION SYSTEM<br>1200 SOUTH PINE ISLAND ROAD<br>PLANTATION FL 33324 |

---

**Officer/Director Detail**

| Name & Address   | Title |
|--|-------|
| DEANGELO, PAUL D<br>129 ST. CHARLES DR.<br>HAZLETON PA 18201 | P     |
| DEANGELO, NEAL A<br>145 MOSEYWOOD ROAD<br>LAKE HARMONY PA    | ST    |

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### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2005        | 04/13/2005 |
| 2006        | 03/08/2007 |
| 2007        | 03/08/2007 |

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### Document Images

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[03/08/2007 -- REINSTATEMENT](#)  
[04/13/2005 -- ANNUAL REPORT](#)  
[04/19/2004 -- ANN REP/UNIFORM BUS REP](#)  
[07/14/2003 -- ANN REP/UNIFORM BUS REP](#)  
[03/25/2002 -- ANNUAL REPORT](#)  
[08/31/2001 -- ANN REP/UNIFORM BUS REP](#)  
[08/25/2000 -- ANNUAL REPORT](#)  
[02/10/1999 -- ANNUAL REPORT](#)  
[01/22/1998 -- ANNUAL REPORT](#)

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**

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[SERVICES](#) [PROGRAMS](#) [PRESS](#) [PUBLICATIONS](#) [DEPARTMENTS](#) [CONTACT](#)**CORPORATION FILE DETAIL REPORT**

|                               |                       |                          |  |
|-------------------------------|-----------------------|--------------------------|--|
| Entity Name                   | CARSO, INC.           | File Number              | 56255648                                       |
| Status                        | GOODSTANDING          |                          |  |
| Entity Type                   | CORPORATION           | Type of Corp             | DOMESTIC BCA                                   |
| Incorporation Date (Domestic) | 01/25/1991            | State                    | ILLINOIS                                       |
| Agent Name                    | CHERYL LYNN CARSO     | Agent Change Date        | 01/05/2006                                     |
| Agent Street Address          | 404 S VINE PO BOX 139 | President Name & Address | H JAMES CARSO 404 S VINE POB 139 CAMARGO 61919 |
| Agent City                    | CAMARGO               | Secretary Name & Address | CHERYL CARSO SAME                              |
| Agent Zip                     | 61919                 | Duration Date            | PERPETUAL                                      |
| Annual Report Filing Date     | 12/08/2006            | For Year                 | 2007   |

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(One Certificate per Transaction)

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# SECRETARY OF STATE

## Karen Handel

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Date: 4/3/2007  
(Annual Registration History etc.)

### File Annual Registration Online

or

### Print A Paper Annual Registration Form

**PLEASE NOTE:** To download your Annual Registration forms you will need Adobe Reader to view and/or print. If you do not have Adobe Reader installed on your computer, click the "Get Adobe Reader" button on the right to download the reader free of charge from the Adobe website.



### Business Name History

| Name                   | Name Type    |
|------------------------|--------------|
| REGAL CHEMICAL COMPANY | Current Name |

### Profit Corporation - Domestic - Information

**Control No.:** K606968  
**Status:** Active/Compliance  
**Entity Creation Date:** 1/31/1996  
**Jurisdiction:** GA  
**Principal Office Address:** PO BOX 900  
 ALPHARETTA GA 30009  
**Last Annual Registration Filed Date:** 1/31/2007  
**Last Annual Registration 2007 Filed:**

### Registered Agent

**Agent Name:** WILLIAM E. KING

**Office Address:** 600 BRANCH DRIVE  
ALPHARETTA GA 30004  
**Agent County:** FORSYTH

---

**Officers**

**Title:** CEO  
**Name:** WILLIAM E KING  
**Address:** 600 BRANCH DRIVE  
ALPHARETTA GA 30004

**Title:** CFO  
**Name:** LISA K GOODYEAR  
**Address:** 600 BRANCH DRIVE  
ALPHARETTA GA 30004

**Title:** Secretary  
**Name:** LISA K GOODYEAR  
**Address:** 600 BRANCH DRIVE  
ALPHARETTA GA 30004



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**HELENA CHEMICAL COMPANY**

Business name, if different from above

Check appropriate box ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**P.O. Box 1758**

City, state, and ZIP code  
**DADE CITY, FL 33526-1758**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number  
**71-0129368-8**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person **Bonnie Aguilera** Date **3/8/07**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

**Town of Davie  
Vendor/Bidder Disclosure**

I, BONNIE K. FIGLIO, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: HELENA Chemical Company  
Address: P.O. Box 1758  
Physical Address: 11500 OLD LANELAND RD  
DADE CITY, FL 33595 DADE CITY, FL 33596-1758  
FEIN 71-0293688  
State and date of incorporation DELAWARE - 1957

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name                               | Address | Ownership |
|---|---------|-----------|
| <u>MARUBENI AMERICA CORPORATION</u>           |         | <u>%</u>  |
| <u>450 LEXINGTON AVENUE</u>                   |         | <u>%</u>  |
| <u>NEW YORK, NY 10017-3904 (212) 450-0100</u> |         | <u>%</u>  |
| <u>HELENA is a wholly-owned subsidiary of</u> |         | <u>%</u>  |
| <u>MARUBENI</u>                               |         |           |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
| <u>N/A</u>      |         |
|                 |         |
|                 |         |
|                 |         |
|                 |         |

Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

|  |  |
|--|--|
| Name<br><b>LESCO, Inc.</b>   |  |
| Business name, if different from above   |  |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | <input type="checkbox"/> Exempt from backup<br>withholding |
| Address (number, street, and apt. or suite no.)<br><b>1301 East 9th Street, Suite 1300</b>   |  |
| Requester's name and address (optional)  |  |
| City, state, and ZIP code<br><b>Cleveland, OH 44114-1849</b>   |  |
| List account number(s) here (optional)   |  |

**Part I** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |
|                                |   |   |   |   |   |   |   |   |
| or                             |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |
| 3                              | 4 | 0 | 9 | 0 | 4 | 5 | 1 | 7 |

**Part II** Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|              |  |                       |
|--------------|--|-----------------------|
| Sign<br>Here | Signature of<br>U.S. person ▶  | Date ▶ <b>3-12-07</b> |
|--------------|--|-----------------------|

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

# **Town of Davie Vendor/Bidder Disclosure**

I, KEITH C. MCGINITY being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: LESCO, INC.  
1301 EAST 9TH STREET  
 Address: SUITE 1300  
CLEVELAND, OHIO 44114-1849

FEIN 34-0904517

State and date of incorporation OHIO 9-10-62

## **OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name     | Address | Ownership |
|---------------------|---------|-----------|
| <u>SEE ATTACHED</u> |         | %         |
|                     |         | %         |
|                     |         | %         |
|                     |         | %         |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
|                 |         |
|                 |         |
|                 |         |
|                 |         |

By: [Signature]  
Signature of Affiant

Date: 3-12-07

KEITH O MCGINTY  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12<sup>TH</sup> day of  
MARCH 2007, by KEITH O. MCGINTY, he/she is  
personally known to me or has presented \_\_\_\_\_ as  
identification.

**MARGARET DVORZNAK**  
Notary Public, State of Ohio  
My Commission Expires 4-26-10

Margaret Dvorznak  
Notary Public, State of ~~Florida~~ OHIO at Large

\_\_\_\_\_  
Print or Stamp of Notary

COMMISSION # 158152  
Serial Number

My Commission Expires : 9-26-10

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**dba Prosource ONE**

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**8245 STATE ROAD 7**

City, state, and ZIP code  
**Boynton Beach FL 33437**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
| | | | | | | | | |

or

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number  
**4111194119123**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person **[Signature]** Date **3/8/07**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

**Town of Davie  
Vendor/Bidder Disclosure**

I, CHAD BULLETT, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Abco Distribution LLC  
Abco Resource One  
Address: 8245 STATE ROAD 7  
Boynton Beach FL 33437  
FEIN 41-1941923  
State and date of incorporation \_\_\_\_\_

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name        | Address                             | Ownership               |
|------------------------|-------------------------------------|-------------------------|
| <u>GEORGE THORNTON</u> | <u>8700 TRLAKE DRIVE MEMPHIS TN</u> | <u>PRESIDENT</u> %      |
| <u>JAMES BLOOM</u>     | <u>8700 TRLAKE DRIVE MEMPHIS TN</u> | <u>VICE PRESIDENT</u> % |
| _____                  | _____                               | _____ %                 |
| _____                  | _____                               | _____ %                 |

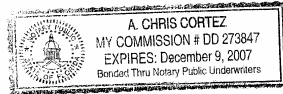
2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |

By: Chad B  
Signature of Affiant  
CHAD BURKETT  
Print Name

Date: 3/8/07

SUBSCRIBED AND SWORN TO or affirmed before me this 8<sup>th</sup> day of  
March 2007, by Chad Burkett, he/she is  
personally known to me or has presented Florida Drivers License as  
identification.



A. Chris Cortez  
Notary Public, State of Florida at Large

A. Chris Cortez  
Print or Stamp of Notary  
DD 273847

Serial Number

My Commission Expires: 12/9/2007



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

|  |  |
|--|--|
| Name (as shown on your income tax return)<br><b>Southeastern Turf Grass Supply Inc.</b>  |  |
| Business name, if different from above   |  |
| Check appropriate box. <input type="checkbox"/> Individual/<br>Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | <input type="checkbox"/> Exempt from backup<br>withholding |
| Address (number, street, and apt. or suite no.)<br><b>6942 Phillips Parkway Dr. N.</b>   |  |
| City, state, and ZIP code<br><b>Jacksonville, FL 32256</b>   |  |
| List account number(s) here (optional)   |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |
|--------------------------------|
| Social security number         |
|                                |
| or                             |
| Employer identification number |
| <b>59-2143802</b>              |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|                  |   |                      |
|------------------|---|----------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>George Carter</i> | Date ▶ <i>3/9/07</i> |
|------------------|---|----------------------|

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding.
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

# **Town of Davie Vendor/Bidder Disclosure**

I, Jonathan C. Wicker, being first duly sworn state that: Southeastern Turf Grass Supply Inc  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Southeastern Turf Grass Supply Inc.  
Address: 6942 Phillips Parkway Dr. N.  
Jacksonville, FL 32256  
FEIN 59-2143802  
State and date of incorporation Florida

## **OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name    | Address                                     | Ownership   |
|--------------------|---|-------------|
| Robert H. Wicker   | 347 San Juan Ave. Ponte Vedra Bch, Fl 32082 | <u>75</u> % |
| Jonathan C. wicker | 44 Jackson Ave. Ponte Vedra Bch, Fl 3202    | <u>25</u> % |
|                    |   | %           |
|                    |   | %           |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
|                 |         |
|                 |         |
|                 |         |
|                 |         |

By: [Signature]  
Signature of Affiant

Date: March 9 2007

Jonathan C. Wicker  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 9th day of  
March 2007, by Jonathan C. Wicker, he/she is  
personally known to me or has presented \_\_\_\_\_ as  
identification.

Virginia R. Carlton

Notary Public, State of Florida at Large

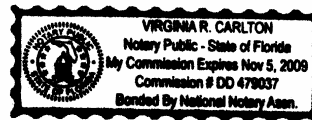
Virginia R. Carlton

Print or Stamp of Notary

DD 479037

Serial Number

My Commission Expires : Nov 5 2009



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**DIAMOND R. FERRIZ Co. Inc**

Business name, if different from above

Check appropriate box ☐ Individual/  
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)  
**4100 GLADES CUTOFF ROAD**

City, state, and ZIP code  
**FT. PIERCE FL 34901**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | | | | | | | | | | | | | | |

or

Employer identification number  
**59-0519351-14**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **3-10-07**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

**Town of Davie  
Vendor/Bidder Disclosure**

I, \_\_\_\_\_, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: DIAMOND R FERTILIZER CO. INC.  
Address: 4100 GUNDEL KUTOFF RD.  
FT. PEELE FL 34981  
FEIN: 59-0593514  
State and date of incorporation: FLORIDA - 1943

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|-----------------|---------|-----------|
| _____           | _____   | _____%    |
| _____           | _____   | _____%    |
| _____           | _____   | _____%    |
| _____           | _____   | _____%    |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |

By: [Signature]  
Signature of Affiant

Date: 3.10.07

Thom Chester  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 10<sup>th</sup> day of  
March 2007, by Thom Chester, he/she is  
personally known to me or has presented \_\_\_\_\_ as  
identification.



Edna H. Vachon  
Notary Public, State of Florida at Large

Print or Stamp of Notary

DD 523417  
Serial Number

My Commission Expires: 4/27/10

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return) **UNIVAR USA INC.**

Business name, if different from above **UNIVAR**

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) **5051 W.B. McLeod Rd**

City, state, and ZIP code **ORLANDO, FL 32811**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number **91111347935**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person **John Sparkman** Date **3/8/07**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

**Town of Davie  
Vendor/Bidder Disclosure**

I, JUDITH SPARKMAN, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:

UNIDAR USA Inc

Address:

5051-D W.B. McLeod

ORLANDO, FL 32811

FEIN

91-1247925

State and date of incorporation

WASHINGTON

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address | Ownership |
|-----------------|---------|-----------|
| _____           | _____   | _____%    |
| _____           | _____   | _____%    |
| _____           | _____   | _____%    |
| _____           | _____   | _____%    |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |



By: Judith Sparkman  
Signature of Affiant  
JUDITH SPARKMAN  
Print Name

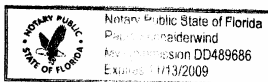
Date: 3/8/07.

SUBSCRIBED AND SWORN TO or affirmed before me this 9 day of  
March 2007, by Judy Sparkman, he/she is  
personally known to me or has presented \_\_\_\_\_ as  
identification.

Paula Schneiderwind  
Notary Public, State of Florida at Large  
Paula Schneiderwind  
Print or Stamp of Notary

DD489686  
Serial Number

My Commission Expires: 2009



W-9

(Rev. December 1994)

Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

|   |  |
|---|--|
| Name (If a joint account or you changed your name, see Specific Instructions on page 2.)  |  |
| Business name, if different from above. (See Specific Instructions on page 2.)<br><u>DeAngelo Brothers Inc T/A Alenza</u>   |  |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ( )  |  |
| Address (number, street, and apt. or suite no.)<br><u>100 N. Conahan Dr.</u>  |  |
| City, state, and ZIP code<br><u>Hazleton PA. 18201</u>  |  |
| Requester's name and address (optional)   |  |
| List account number(s) here (optional)  |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>  | <b>Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)</b> |
| <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p> |  |
| <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">Social security number</div> <p style="text-align: center;">OR</p> <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">Employer identification number<br/><u>23-2332783</u></div>   |  |
| <b>Part III Certification</b>   |  |

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Signature Kline J. Bonus Date 3-12-07

**Purpose of Form.**—A person who is required to file an information return with the IRS must get our correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this form W-9.

**What is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to

backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

## Penalties

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

SA

Form W-9 (Rev. 12-94)

**TOWN OF DAVIE  
Vendor/Bidder Disclosure**

I, Jim Arbuckle, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: ALLENZA/ATA DeAngelo Bros Inc.  
Address: P.O. Box 289  
CAMARZO, IL 61915  
FEIN: 23-2332783  
State and date of incorporation: PA - 1980

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name      | Address             | Ownership   |
|----------------------|---------------------|-------------|
| <u>Paul DeAngelo</u> | <u>Hartleken PA</u> | <u>50</u> % |
| <u>Neal DeAngelo</u> | <u>Hartleken PA</u> | <u>50</u> % |
| _____                | _____               | _____ %     |
| _____                | _____               | _____ %     |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |

By: *Jim Arbuckle*  
Signature of Affiant

Date: 3-12-07

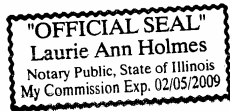
Jim Arbuckle  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12 day of  
March 2007, by Jim Arbuckle, he/she is  
personally known to me or has presented \_\_\_\_\_ as  
identification.

State of Illinois - County of Douglas

Notary Public, State of Florida at Large

*Laurie Ann Holmes*  
Print or Stamp of Notary



Serial Number \_\_\_\_\_

My Commission Expires 2/5/09

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

|   |  |  |
|---|--|--|
| Please print or type  | Name (See Specific Instructions on page 2.)<br>REGAL CHEMICAL COMPANY  |  |
|   | Business name, if different from above. (See Specific Instructions on page 2.)   |  |
|   | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ |  |
|   | Address (number, street, and apt. or suite no.)<br>600 BRANCH DRIVE<br>City, state, and ZIP code<br>ALPHARETTA, GA 30004   |  |
| Requester's name and address (optional)   |  |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>  |  |  |
| Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.<br>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter. |  |  |
| Social security number<br>      +      <br>or<br>Employer identification number<br>6   2   0   8   1   6   2   3   7  |  |  |
| List account number(s) here (optional)  |  |  |
| <b>Part II For U.S. Payees Exempt From Backup Withholding</b> (See the instructions on page 2.)   |  |  |

|  |  |
|--|--|
| <b>Part III Certification</b>  |  |
| Under penalties of perjury, I certify that:  |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and   |  |
| 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and  |  |
| 3. I am a U.S. person (including a U.S. resident alien).   |  |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.) |  |

|           |                            |        |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|           | <i>Lisa K. Goodyear</i>    |        |

**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**Town of Davie**  
**Vendor/Bidder Disclosure**

I, WILL KING, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: REGAL CHEMICAL COMPANY

Address: P.O. BOX 900

ALPHARETTA, GA 30009

FEIN

62-0816237

State and date of incorporation

GEORGIA, 1970

## OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name          | Address                     | Ownership |
|--------------------------|-----------------------------|-----------|
| WILL KING, PRESIDENT     | P.O. BOX 900 ALPHARETTA, GA | 30009 %   |
| LISA GOODYEAR, SECRETARY | P.O. BOX 900 ALPHARETTA, GA | 30009 %   |
|                          |                             | %         |
|                          |                             | %         |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

By: Will King  
Signature of Affiant

Date: 3/12/07

WILL KING  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12TH day of  
MARCH 2007, by WILL KING, he/she is  
personally known to me or has presented \_\_\_\_\_ as  
identification.



Lisa K Goodyear  
Notary Public, ~~State of Florida at Large~~

\_\_\_\_\_  
Print or Stamp of Notary

\_\_\_\_\_  
Serial Number

My Commission Expires : 9/21/2010

**Part I Taxpayer Identification Number (TIN)**

Employer identification number  
371304435

## Part II Certification

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Sign Here \_\_\_\_\_ Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ 2-26-07

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a partner if you are

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



**Town of Davie  
Vendor/Bidder Disclosure**

I, CARSO, INC., being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: CARSO, INC.  
Address: 404 S. VINE ST., P.O. BOX 13,  
CAMARGO, IL 61919  
FEIN 37-1304435  
State and date of incorporation ILL - JAN. 25, 1991

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name           | Address            | Ownership   |
|---------------------------|--------------------|-------------|
| <u>HARRY Jms. CARSO</u>   | <u>CAMARGO, IL</u> | <u>49</u> % |
| <u>CHERYL LYNN CARSO,</u> | <u>CAMARGO, IL</u> | <u>51</u> % |
| _____                     | _____              | _____ %     |
| _____                     | _____              | _____ %     |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |
| _____           | _____   |

By: Jim Carso  
Signature of Affiant  
Jim Carso  
Print Name

Date: 2-26-07

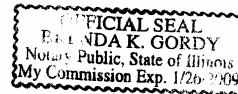
SUBSCRIBED AND SWORN TO or affirmed before me this 26<sup>th</sup> day of February, 2007, by Jim Carso (he/she is personally known to me or has presented Identification as identification.

Brenda K. Gordy  
Notary Public, State of ~~Florida~~ Illinois at Large

Brenda K. Gordy  
Print or Stamp of Notary

270236  
Serial Number

My Commission Expires: 1-26-09



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Frank Apicella / Technology & Information Management

**PREPARED BY:** Frank Apicella/ Technology & Information Management

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** N/A

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY THE STATE OF FLORIDA, BID No. 725-330-05-1 FOR CELLULAR EQUIPMENT AND SERVICES.

**REPORT IN BRIEF:** The Town currently utilizes Nextel equipment and services Townwide. These services were acquired by State of Florida Contract in 2003. Sprint/Nextel has not performed adequately the last two storm seasons and has left the Town vulnerable to no communications with staff and other agencies. The contract with the State has expired. The State has negotiated a new contract and has awarded it to Verizon Wireless. Verizon Wireless is the only wireless carrier with a State of Florida contract. The other major carriers, Sprint/Nextel and Cingular have contracts with WSCA (Western States Communication Association). We have solicited these three carriers for proposals. Verizon has submitted their proposal based on the State Contract. Cingular and Sprint/Nextel have proposed based on the WSCA contract.

We have reviewed all the proposals, and although we are very cost conscious, the priority for this decision is based on service. Verizon has demonstrated that their network is very robust and failsafe. During the storms of 2004/2005, while we were without Nextel service, we in fact were able to communicate with staff, other government agencies, the public and access the internet for vital information utilizing Verizon's aircards with our laptops and the Verizon provided emergency cellphones. At the time, Verizon was providing the Town the service for aircards and still does. They have recently reduced the monthly per unit cost from \$59.99 per month to \$49.99 per month, a \$24,000 annual savings. Additionally, Verizon has replaced all the Town's aircards with their newest level aircard which can transmit data at up to twice the speed of the current cards, at no cost to the Town.

Based on the State contract, the cellphone service proposed by Verizon is a pay as you go plan at .06 per minute. Our current plan with Nextel is a prepaid plan. we currently pay \$49.99 per month per user for 400 pooled minutes. We pay this amount regardless if an individual uses the 400 minutes or they use 100 minutes. Under the Verizon plan, if an individual used 100 minutes in a month, the charge would be \$6.00, a substantial savings. This would result in almost a \$50,000 savings per year over what we

currently pay. Additionally, Verizon will replace all the existing Blackberry devices with the newest model Blackberry at no charge. Cellphones will also be provided at no charge. The obvious advantages are clear for switching our service to Verizon. Being able to communicate with staff, other government agencies, and the public during an emergency is priceless. The combination of excellent service and price, are compelling reasons why we should switch our wireless services to Verizon.

**PREVIOUS ACTIONS:** Town Council previously approved resolution R-2001-108 on May 1, 2001.

**CONCURRENCES:** Town Administrator, Assistant Town Administrator, Technology & Information Management Director, Police and Fire Chiefs who concur with the decision to accept the award made by the State of Florida.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: Based on variable usage approximately \$120,000/ per year

Account Name: All departments Communications Accounts 4101

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to Approve

**Attachment(s):**

Resolution

State Contract 725-330-05-1

Division of Corporation Information

Piggyback Bid Checklist

Email from Jon Yeaton

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY THE STATE OF FLORIDA, BID No. 725-330-05-1 FOR CELLULAR EQUIPMENT AND SERVICES.

WHEREAS, the Town is in need of a reliable cellular equipment and air time service; and

WHEREAS, Verizon Wireless has demonstrated their reliability in an emergency situation; and

WHEREAS, the State of Florida has solicited sealed bids for such services; and

WHEREAS, use of Verizon's system will provide better service to Town employees on a day to day basis as well as during an emergency; and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by the State of Florida to Verizon Wireless.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The award made by the State of Florida to Verizon for cellular equipment and air time services for variable usage approximately \$120,000/year; is hereby accepted by the Town Council

SECTION 2. The Town Council hereby authorizes the expenditure from the operating budget of each using department.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

**WIRELESS VOICE SERVICES  
STATE TERM CONTRACT # 725-330-05-1  
AMENDMENT 2**

THIS AMENDMENT (number 2) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("Department" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) DBA Verizon Wireless and Verizon Wireless of the East LP DBA Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract # 725-330-05-1, effective May 10, 2005 ("Contract" or "Agreement").

**The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:**

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.
2. This Amendment shall be effective when executed by both parties.
3. Section 6.05 (Optional Features) to the Agreement is stricken in its entirety and replaced with the new Section 6.05 (Optional Features) attached hereto.
4. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: Jack Plating, By D. KIM D. AMESON, HIS  
By: Jack Plating, President – South Area DELAWARE  
**Verizon Wireless Personal Communications LP**  
**dba Verizon Wireless and Verizon Wireless of the**  
**East LP By Verizon Wireless of Georgia LLC, Its**  
**General Partner By Celco Partnership, Its Sole**  
**Member dba Verizon Wireless**

Date: 10 MARCH 2006

Signature: Russ Rothman  
By: Russ Rothman, State Purchasing Director  
**State of Florida,**  
**Department of Management Services**

Date: 3/6/06

Approved as to form and legality by the Department of Management Services, Purchasing Agency General Counsels' Office:

Signature: Anthony Garcia  
By: Anthony Garcia  
(Print Name and Title)

Date: 3/16/06

## 6.05 Optional Features

| Optional Features   |  |                                 |                                       |                                    |
|---|--|---------------------------------|---------------------------------------|------------------------------------|
| The following features may be added to calling plans as identified below.<br>Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.  |  |                                 |                                       |                                    |
| 1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes <sup>1,5,6</sup>   | \$45.00  |                                 |                                       |                                    |
| Cost Per Minute in Excess of 1000 Minutes/Month   | Florida Plan: \$0.06 / Nationwide Plan: \$0.10   |                                 |                                       |                                    |
| 2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes <sup>1,5,6</sup>   | \$75.00  |                                 |                                       |                                    |
| Cost Per Minute in Excess of 2000 Minutes/Month   | Florida Plan: \$0.06 / Nationwide Plan: \$0.10   |                                 |                                       |                                    |
| 1000 IN Calling Minutes <sup>1,4</sup>  | \$10.00  |                                 |                                       |                                    |
| 1000 Nights and Weekends <sup>2</sup>   | \$10.00  |                                 |                                       |                                    |
| TXT Messaging & Enhanced TXT Messaging <sup>3</sup>   | \$2.99 (100 TXT msgs. included)  | \$4.99 (250 TXT msgs. included) | \$9.99 (1000 TXT msgs. included)      | \$19.99 (2,500 TXT msgs. included) |
|   | \$0.02 per additional inbound message / \$0.10 per additional outbound message per address |                                 |                                       |                                    |
| Get Pix – Multi-Media Messaging (MMS) <sup>7</sup>  | \$0.25 per additional message per address  |                                 |                                       |                                    |
|   | \$2.99 (20 picture messages included)  |                                 | \$4.99 (40 picture messages included) |                                    |
| <sup>1</sup> Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. <sup>2</sup> Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. <sup>3</sup> TXT Messaging terms and conditions apply. <sup>4</sup> Not available on National SingleRate calling plans. <sup>5</sup> Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. <sup>6</sup> Overage charges would be at the per minute rate as described in the applicable calling plan selected. <sup>7</sup> Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use. |  |                                 |                                       |                                    |

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

**Roaming in CDMA countries outside of the US:** Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

**Roaming in GSM countries:** Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See [verizonwireless.com](http://verizonwireless.com) for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check [www.vtext.com](http://www.vtext.com) for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

**Home Airtime and Roaming:** Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

**International Long Distance:** International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply for calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assistance calls.

| Included Features           |                                  |
|-----------------------------|----------------------------------|
| Call Waiting <sup>1</sup>   | Three Way Calling <sup>1</sup>   |
| Call Forwarding             | No Answer/ Busy Transfer         |
| Caller ID <sup>2</sup>      | Basic Voice Mail <sup>3</sup>    |
| 411 Connect <sup>SM 4</sup> | Basic TXT Messaging <sup>5</sup> |

<sup>1</sup>Airtime charges apply to all calls simultaneously.

<sup>2</sup>When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing \*67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.

<sup>3</sup>Airtime charges apply to message retrieval.

<sup>4</sup>Directory assistance with automatic call completion is \$1.25 per call plus airtime charges.

<sup>5</sup>\$0.02 per inbound and \$0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

### Optional Services

Additional fees may be required as shown

**Push to Talk:** Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls.

**IN Calling:** IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.\*

**Night and Weekends:** Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.

**\*NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.

**\*TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

**Customer's Cell Phone Number and Caller ID.** Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

**Roaming in CDMA countries outside of the US:** Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

**Roaming in GSM countries:** Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.





DEPARTMENT OF MANAGEMENT  
**SERVICES**

"We serve those who  
serve Florida"

---

JEB BUSH  
Governor

Tom Lewis, Jr.  
Secretary

---



Office of the Secretary  
4050 Esplanade Way  
Tallahassee, Florida  
32399-0950

Telephone:  
850-488-2786

Fax:  
850-922-6149

Internet:  
[www.MyFlorida.com](http://www.MyFlorida.com)

Suite 315

August 18, 2005

MEMORANDUM NO.: (973-501-05-ACS)-1

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 252-004-05-ACS  
Title: Alternate Contract Source: Gartner, Inc.

The Contract Administrator has change from Stu Potlock to Jon Yeaton.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the [Contract Administrator](#).

DSP/sp/meb

## Wireless Voice Services Contract

by and between

State of Florida, Department of Management Services,

and

Verizon Wireless

May 11, 2005

### Summary Contents

- Contract
- 1 ITN Special Instructions
- 2 Technical Requirements
- 3 General Instructions to Respondents (PUR 1001)
- 4 General Contract Conditions (PUR 1000)
- 5 Special Contract Conditions

1.0 Contract

CONTRACT

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Verizon Wireless Personal Communications, LP (a Delaware LP) DBA Verizon Wireless and Verizon Wireless of the East LP DBA Verizon Wireless. ("Contractor").

The Contractor responded to the Department's Invitation to Negotiate No. 10-725-000-W for Wireless Voice Services. The Department has determined to accept the Contractor's offer and to enter into this Contract in accordance with the terms and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001).

The term of the Contract is five years from the last date signed below. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- Technical Requirements
- Special Contract Conditions
- General Instructions to Respondents (PUR 1001)
- General Contract Conditions (PUR1000)
- Any purchase order under the Contract
- Contractor's offer and price schedule (Forms and Worksheets)

This order of precedence supercedes sections 1.4, b) and 3.4, a).

STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES

By: Fred Springer  
Director, State Purchasing

5/11/05  
Date

Approved as to form and legality by the Department General Counsel's Office:

By: DLB

5/10/5  
Date

Verizon Wireless Personal Communications LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless

By: [Signature]

May 6, 2005  
Date

Its: South Area Director of Finance

1 ITN Special Instructions

1.1 Introduction

- a) The State of Florida, Department of Management Services ("the Department") is issuing this Invitation to Negotiate ("ITN") to solicit responses from potential respondents for the provision of wireless voice services.
- b) The State of Florida, Department of Management Services, invites interested Vendors to submit responses in accordance with these solicitation documents. The purpose of this solicitation is to establish a sixty (60) month State Term Contract for the provision of wireless voice services. Note that there is an option to renew the resulting Contract as provided in Chapter 287, Florida Statutes. Any renewal will be at the same terms and conditions of the original term of the Contract.

1.2 Background

The current contract, which this contract will succeed, is estimated at \$50 million annual spend of which approximately \$12 million is by State Agencies. This estimated figure is provided as a historical reference of prior expenditures within the State and should not be interpreted or construed as representing future purchases by the State or Eligible Users as defined in Section 1.5.

1.3 Contact Person

Refer ALL Inquiries to:

Stu Potlock, Purchasing Analyst  
State Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 315  
Tallahassee, FL 32399-0950

1.4 Order of Precedence

- a) Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail. After successful negotiations, Contractor(s) shall sign a Contract form incorporating the solicitation materials and any additional terms and conditions resulting from the negotiation process.
- b) All responses are subject to the terms of the following sections of this ITN, which, in case of conflict, shall have the order of precedence listed:
  - ☐ Technical Requirements
  - ☐ Special Instructions
  - ☐ Special Conditions (if applicable)
  - ☐ Instruction to Respondents (PUR 1001)
  - ☐ General Conditions (PUR 1000)

Forms  
Pricing Worksheet

- c) Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail.
- d) The Department will consider additional terms and conditions submitted by a respondent that may be submitted as part of a respondent's response. This willingness to consider additional terms and conditions takes precedence over the language contained in the General Instructions (PUR 1001), paragraph four.

1.5 Definitions

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a) "The Department" means the entity that has released the solicitation.
- b) "Eligible Users" is defined in 60A-1.005, F.A.C. The term includes, but is not limited to Executive Branch, Legislative Branch, Judicial Branch, public schools, universities, community colleges, counties, cities, and other entities approved by Department of Management Services. With the consent of the successful Respondent, purchases may be made under the terms and conditions of this ITN by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract. Also, with the consent of the successful Respondent, purchases may be made under the terms and conditions of this ITN by vendors providing contractual services to Eligible Users, under the condition that Wireless Voice Services are being used in the delivery of contractual services to Eligible Users. (See Section 5.8, Cooperative Purchasing as the Contractor will not make this Contract or pricing available to governments outside of Florida.)
- c) "Customer" - The entity that is issuing a Purchase Order.

1.6 Who May Respond

- a) Fully licensed Wireless Voice Services providers as described in Section 2.0 of this ITN who are in good standing with the State of Florida, meet the Technical Requirements, and which possess the financial capability, experience and personnel resources to provide service of the scope and breadth described in this ITN.
- b) The Department and Eligible Users retain the right to request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after contract award.

1.7 MyFloridaMarketPlace ITN Overview

The Department uses the MyFloridaMarketPlace system to receive bids electronically. See paragraph three of the General Instructions (PUR 1001) for more detail.

### 1.8 MyFloridaMarketPlace Sourcing Tool Tips

- a) When working in the Sourcing tool, be aware of the twenty minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to ensure your entries since you last saved are not lost.
- b) Please note that clicking the SAVE button within the Sourcing tool only saves your ITN responses. The SAVE button does not transmit your ITN response to the State. In order to transmit your ITN response to the State, you must click the SUBMIT button on the SUMMARY page of the ITN response.
- c) After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted response within the Sourcing tool to verify that the response is accurately and completely captured within the Sourcing tool. Respondents must do this while there is sufficient time remaining in the Solicitation period in the event you discover an error and need to resubmit a revised response.
- d) To validate your response, you should do the following before the Solicitation period ends:  
Go to My Responses tab within Sourcing tool after you submitted your response  
Click on the Response ID number of your last submitted response  
Review response to make sure all responses are complete, accurate and as you intended to submit.  
Minimum areas to check are:
  - text boxes - Is your entire answer viewable?
  - Yes/No questions - Is the displayed answer correct?
  - All uploaded document files / scanned documents - Can you open attached document and clearly view entire content?
  - Pricing Information - Are all prices you intended to submit visible and accurately captured within Sourcing tool?
- e) It is strongly recommended not to wait until the last minute to upload and validate your response to this or any solicitation.

### 1.9 Email Notification

Respondents are reminded that the Sourcing tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation and does not guarantee that Respondents will receive email notifications concerning the posting, amendment or close of ITNs.

Respondents are responsible for checking the MyFloridaMarketPlace Sourcing tool and / or the Vendor Bid System for information and updates concerning this ITN.

### 1.10 MFMP Sourcing Tool Training for Respondents

- a) An optional conference call training session on how to use the MyFloridaMarketPlace Sourcing Tool for this ITN is scheduled on the date indicated on the Event Timeline.

Please go to:

[http://marketplace.myflorida.com/vendor/vendor\\_solicitation/rfp\\_event\\_user\\_guide.pps](http://marketplace.myflorida.com/vendor/vendor_solicitation/rfp_event_user_guide.pps)

and review the vendor training link and download the document titled Contractor Training\_ITN.ppt. Please have this document open on your desktop while participating on the call. To participate in the conference call, please call in to the number provided approximately 1 minute before the scheduled time.

- b) Additionally, an On-Demand web-based interactive training application to learn how to respond to an event using the MyFloridaMarketPlace sourcing tool is also available. This is another vehicle to receive training on how to use MyFloridaMarketPlace Sourcing tool if you cannot make the Optional training conference call or want additional guidance. The link is [http://marketplace.myflorida.com/vendor/vendor\\_training.htm](http://marketplace.myflorida.com/vendor/vendor_training.htm) click on Responding to Sourcing Event.

#### 1.11 Amendments to the ITN Documents

The Department reserves the right to issue amendments to the ITN. Notice of any amendment will be posted within MyFloridaMarketPlace and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the ITN. Each Respondent is responsible for monitoring the site for new or changing information concerning this ITN.

#### 1.12 Ordering Instructions

Ordering Instructions included in the sourcing tool shall identify persons responsible for answering questions about the Response and administering the resulting Contract and shall provide information necessary for placing orders under the Contract.

#### 1.13 Basis for Award

- a) The Department may make awards to one or more Respondents whose proposals are deemed to offer the greatest value to the State.
- b) The Department reserves the right to accept or reject any and all Responses, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.
- c) The Department intends to review and evaluate the Respondent's offer in two (2) separate stages. Stage I evaluation will involve the review and evaluation of the Respondent's submittal of information requested in the Stage I questionnaire, contained within this ITN. This evaluation will include a review of the percentage of the State a Respondent can cover with 98% wireless network availability, the percentage of that 98% wireless network availability derived from the Respondent's home network and roaming partners respectively as substantiated by Respondent submitted engineering coverage maps. Additional Stage I evaluation components will be Respondent's willingness to provide meaningful remedies for substandard performance when measured against service level performance measurements as defined in Section 2.0, Technical Requirements, and overall compliance with Section 2.0 Technical Requirements.

- d) Top scoring Stage I Respondents will be invited to Stage II negotiations that will include the Respondent's pricing proposals. (See Section 6.0 for specific scoring criteria) Negotiations will begin with the highest scoring Respondent from Stage I and continue as necessary to the next highest Respondents until the Department has determined that statewide service coverage is achieved. Should the Department determine that a single provider is unable to provide the State with satisfactory full statewide coverage, subsequent negotiations shall take place until the Department is satisfied that the identified Respondent(s) can adequately provide the best wireless voice coverage to the State at the most advantageous price. The Department will seek the best combination of wireless coverage at the most advantageous price to the State.

1.14 Submittal of Response

- a) Respondents will submit their offer via the MyFloridaMarketPlace Sourcing System. In the event a Respondent submits more than one response, only the last response received by the system shall be considered for award. Offers not submitted within the System shall be rejected. Each Respondent is responsible for ensuring that the offer is submitted before the submittal deadline noted on the Event Timeline.
- b) The Department shall not consider late offers and the System will NOT accept offers after the due date and time specified in the Event Timeline or as amended by the Department. The System will require Respondents to review Respondent Checklist and confirm that they have completed all required activities before accepting offer. The Respondent Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the proposal are included with the proposal submittal. OFFERS MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BY THE DATE AND TIME SPECIFIED ON THE EVENT TIMELINE.

1.15 Electronic Posting of Ranking of Respondents prior to Negotiations and upon Final Award.

- a) Offers shall be opened on the date and time indicated on the timeline ("Timeline"), and thereafter evaluated. Prices will not be read, pursuant to section 119.07(3)(m) of the Florida Statutes. After evaluating the replies, on the date indicated on the Timeline the Department shall electronically post the ranking at [http://fcf.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcf.state.fl.us/owa_vbs/owa/vbs_www.main_menu) and also in MyFloridaMarketPlace.
- b) After negotiations, on the date indicated on the Timeline the Department shall electronically post a notice of intended award. If the ranking or award is delayed, in lieu of posting them on the date indicated on the Timeline the Department shall post a notice of the delay and a revised date for posting the ranking or notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see paragraph 19 of the General Instructions (PUR 1001) for more information on protests). The Department shall not provide reply rankings or notices of award by telephone.



#### 1.16 One Florida Initiative

- a) Florida is a state rich in its diversity. Governor Bush's One Florida Initiative is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the state.
- b) To this end, it is vital that minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this ITN.
- c) To track the success of the One Florida Initiative, which has achieved substantial gains in extending opportunity to minority- and women-owned businesses, the State of Florida maintains data to establish benchmarks from which to measure Contractor diversity in State contracting. Vendors who contract with the state are obligated to provide information related to the use of minority- and women-owned businesses and subcontractors.
- d) The Respondent shall submit documentation addressing the Governor's One Florida Initiative and describing the efforts being made to encourage the participation of small and minority and women-owned businesses. Respondent's Plan will be submitted via the Sourcing tool in Stage 3. Please refer to the Governor's "Equity in Contracting Plan" when preparing this documentation:

[http://www.oneflorida.org/myflorida/government/governorinitiatives/one\\_florida/equity\\_contracting.html](http://www.oneflorida.org/myflorida/government/governorinitiatives/one_florida/equity_contracting.html)

- e) Equity in Contracting documentation should identify any participation by diverse contractors and Contractors as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Equity in Contracting documentation shall include the timely reporting of spending with certified and other minority business enterprises. Such reports must be submitted at least quarterly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing Department ordering under the terms of this contract.

#### 1.17 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of any proposal the Respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Respondent shall also provide a plan for reducing and or handling of any hazardous waste generated by Respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as

part of Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

1.18 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Contractors and contractor's drug free. Section 287.087 of the Florida Statutes provides that, where identical tie Responses are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall submit the attached "Certification of Drug-Free Workplace Program" form to certify that the Respondent has a drug-free workplace program. The Respondent shall describe how it will address the implementation of a drug free workplace in offering the items in this ITN.

1.19 Products Available from the Blind or Other Handicapped

- a) The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit Department for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state Department insofar as dealings with such qualified nonprofit Department are concerned." Additional information about the designated nonprofit Department and the products it offers is available at <http://www.respectofflorida.org>.
- b) The Respondent shall describe how it will address the use of RESPECT in offering the items in this ITN.

1.20 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

- a) The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Department insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- b) The Respondent shall describe how it will address the use of PRIDE in offering the items in this ITN.

## 2. Technical Requirements

### Table of Contents

- 2.1 Scope
- 2.2 System Coverage
- 2.3 Accessories and Services
- 2.4 Testing and Evaluation
- 2.5 Emergency Operations
- 2.6 Wireless Fraud
- 2.7 Digital Voice services
- 2.8 Standards
- 2.9 Equipment Specifications
- 2.10 Custom Calling Features
- 2.11 Wireless Number Portability (WLNP)
- 2.12 Wireless Emergency Telephone Number 911
- 2.13 Contractor Web Page Requirements

2.1 Scope:

- a) The State of Florida desires to enter into a State Term Contract for the purchase of wireless voice equipment and services consistent with the requirements of this ITN. The term wireless voice services, as used herein, means the Cellular Radio Service, (cellular), Personal Communications Service (PCS) and the Special Mobile Relay (SMR/ESMR) radio telephone services, as established under the rules and regulations of the Federal Communications Commission (FCC).
- b) Wireless voice services shall include, as a standard feature, unrestricted full duplex mobile to mobile and mobile to landline (PSTN) communications. Half-duplex (push-to-talk) communications, may be offered as a separate category of service.

2.2 System Coverage:

- a) The Respondent shall furnish in their offer a current coverage map to validate the counties, or portions thereof, where the respondent is providing wireless voice services. The map shall be geographically accurate, and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map shall include, at a minimum, county boundary, cities, major highways, and shading or other means to indicate the areas in which two-way wireless voice communications can be conducted without noticeable loss of service.
- b) The Respondent shall complete Table 1 in Section 6.05, "Network Coverage Table" to provide information regarding its services in each county. The Respondent shall provide the percentage of coverage provided per county, shall indicate where a local number is available, and indicate where roaming partners used. The formula for scoring this information is provided in Section 6.06 "Technical Proposal Evaluation Sheet".
- c) After contract award, and as service areas are expanded by the addition of new transmission facility sites or other capabilities, the award winner(s) shall provide updated coverage maps to the State on regular intervals. The coverage maps shall be posted on the Internet by the Service Provider.

2.3 Accessories and Services:

- a) Accessories and optional service offerings shall be available for purchase by Eligible Contract Users from awarded respondents. Accessories and Services shall include new emerging voice technology and services that become available during the term of this Contract. The Department reserves the right to accept or reject any individual item(s) or all items offered as an Accessory or Service.

b) Additional Phones

In addition to a basic phone, Contractor will include additional models that are available at additional cost. See Contractor attached Offer and Price Schedule for complete details.

c) Phone Accessories

Contractor maintains a large variety of phone accessories for each of the phone models that the Contractor offers. Contractor shall make available to Customers all of the accessories Contractor has available for the equipment models offered to the State. Accessory pricing will include a significant discount off retail for Customers. The specific accessories for each phone model vary, but may include:

- i. hands-free head sets, ear buds, or ear booms;
- ii. hatis hearing aid compatible hand-free devices and accessories;
- iii. blue tooth head sets;
- iv. blue tooth hands-free speakerphone kits;
- v. belt clips or holsters;
- vi. leather, color and fashion cases;
- vii. color face plates;
- viii. spare, replacement and extended batteries;
- ix. travel charges;
- x. vehicle power adapters;
- xi. desktop chargers; and
- xii. car kits.

Not all accessories are available for every model of phone. Contractor Accessory List with pricing will be provided upon request.

d) Service Options

Contractor's offer to the State includes Call Forwarding, Call Waiting, 3-Way Calling, and Basic Voice Mail as required in Section 2.10.b of the ITN.

In addition, Contractor will make available to Customers a large variety of service options with State approval. These include the options described below as well as other options Contractor may add in the future that are within the scope of the ITN and Contractor's Offer and Price Schedule. Contractor is providing brief descriptions of these items below. Some optional services are only available with digital service. Complete details of each of these options are available online at [www.verizonwireless.com](http://www.verizonwireless.com). Contractor shall also provide additional information about any of them to the State upon request. Service limitations, terms, conditions and pricing for these options are included in Contractor attached Offer and Price Schedule.

e) 411 Connect®

Directory assistance with automatic call completion.

f) No Answer/Busy Transfer

Transfer unanswered or busy calls to another number.

g) TXT Messaging

TXT Messaging is the two-way text messaging service designed for use throughout the Contractor coast-to-coast digital service area. Users can send messages of up to 160 characters (.02 per additional inbound message/ 0.10 per additional outbound message per address, see Contractor feature pricing at [www.verizonwireless.com](http://www.verizonwireless.com)). TXT Messaging increases the utility of wireless handsets by giving subscribers two choices in how they use their phones to communicate: talk and text.

2.4 Testing and Evaluation:

- a) Customers, prior to sign-up, shall have the option, at no additional cost, to obtain at least one of each type of wireless voice equipment and services on a loan basis for the purpose of evaluating wireless voice services and system coverage for a period of at least thirty working days.
- b) Each Florida State Agency or Eligible User establishing service under the State Contract will designate a Contract Manager or single point of contact (SPOC), or multiple Single Points of contact when Agencies maintain decentralized business offices, which will be the liaison with Contractor with regard to their Customer account. In regard to Testing and Evaluation, the SPOC will be the only authorized contact with Contractor to order equipment, add lines of service, cancel service, make changes to the account and report service and billing issues. Agencies may designate additional or back-up Contract Manager/ SPOCs if they desire.
- c) The Contract Manager/ SPOC for a State Customer may request equipment for testing from Contractor's Account Managers assigned to the Florida State contract. Contractor will provide a reasonable level of test phones to Customers for the purpose of evaluating Contractor wireless voice services and system coverage for a period of up to thirty working days. Test phones must be returned after thirty days. Test phones will be provided at no additional cost. However, Customers are responsible for all access and airtime charges incurred on the test phones at State Contract rates.
- d) Customers requesting equipment for testing will be required to execute Contractor's Demo Agreement and agree to pay for damaged, lost or stolen equipment.

2.5 Emergency Operations:

- a) Service providers shall work with the State of Florida Emergency Operations Center (EOC), Emergency Support Function Number 2 (ESF-2) to provide wireless phones and service in times of state and local disasters and recovery operations. Service

## 2.6 Wireless Fraud:

- a) Fraud prevention including number theft via "cloning" is the responsibility and liability of the service provider. The Customer and Eligible Users will not be liable for any fraudulent use of the wireless systems or equipment furnished under any resulting contract.
- b) Contractor uses internal fraud prevention systems that are transparent to Contractor customers, such as fraud detection software that flags unusual calling activity. Contractor has significantly reduced cloning fraud for Contractor customers through the deployment of Contractor digital network and various anti-fraud technologies. Contractor currently uses authentication fraud technology to help prevent fraudulent use of Contractor network. This process virtually eliminates cloning fraud and provides customers more secure wireless communications. CDMA 2000 1X devices are authenticated by the network, prior to access, based on a cryptographic challenge-response authentication scheme. Each device is programmed with a secret A-Key/SSD that is shared only with the network's Authentication Center to enable the cryptographic authentication.
- c) The Contractor policy is to avoid holding legitimate customers liable for fraudulent calls unless due to the customers' negligence. Therefore, when Contractor' proactive fraud detection systems determine that a subscriber's phone has been cloned Contractor attempts to immediately contact the subscriber. Once in contact with the subscriber Contractor' fraud analysts explain the situation to the subscriber and determine the appropriate course of action. There are two methods that can be implemented when cloning is detected:
  - i. if the equipment is not authenticatable the user may qualify for an equipment upgrade to an authenticatable phone at a promotional price, if available; and
  - ii. mobile telephone number change. This last option shall be quickly facilitated while the customer is on the phone.

## 2.7 Digital Voice Services:

- a) Digital wireless voice services shall be offered under the Contract resulting from this solicitation as the primary communication mode.
- b) Two categories of phones are required:
  - i. Category I, Full-duplex, Dual or Tri-mode

Dual mode phones (800 MHz Cellular digital/analog) or Tri Mode phones shall be offered as the basic phone for all new subscribers as part of the service package. The term Tri-mode designates a phone that supports three combinations of frequency band and technology (modes). Tri-mode phones support analog cellular (AMPS) and a digital technology in both the 800/850 and 1900 MHz frequency bands. These phones shall feature full duplex mobile to mobile and PSTN interconnect operation.

ii. Category II, Full-Duplex Digital mode with PTT

Phones shall feature a single, dual, or tri-mode digital communication mode with full duplex operation and PSTN interconnect as above, plus Push-to-Talk (PTT) operation between mobile units. Analog 800 MHz operation is not required, but may be included if so equipped.

- c) In the case of Customers with existing wireless equipment meeting system compatibility, subscriptions for wireless voice services only shall be accepted by the Service provider at the published contract rates. Customers who have existing equipment may convert to Contractor service under this Contract provided, not only that their equipment is compatible with Contractor technology, but also that the equipment is properly programmed and updated to currently required software. This will ensure the proper functioning and billing when they use their existing equipment with Contractor network. Most software updates and programming for compatible equipment shall be performed over the air by dialing \*228 following the completion of the order in Contractor billing system. All updates not available by dialing over the air shall be provided at any Contractor Service Center. A listing of services centers is available at Verizonwireless.com.
- d) The grade of wireless voice services provided to Customers with respect to circuit quality, reliability, call completion, and time of access shall be equal to that provided to other commercial subscribers within the wireless voice services system's published service area.

2.8 Standards:

- a) Contractor's systems and equipment must meet or exceed all applicable industry standards as defined by the following standards bodies: American National Standards Institute -ANSI, (<http://www.ansi.org/>), the International Telecommunications Union - Telecommunications Committee or ITU-T (<http://www.itu.int/ITU-T/>), the Electronic Industry Alliance -EIA (<http://www.eia.org/>) or the Telecommunications Industry Association -TIA (<http://www.tiaonline.org/standards/>), and the Federal Communications Commission (FCC) <http://www.fcc.gov>.
- b) Established cellular industry and performance standards serve as the foundation for the Contractor engineering, design, operation and quality assurance programs. Contractor maintains a supportive role in organizations established to develop and promote industry standards. Organizations such as the CTIA (Cellular Telecommunications and Internet Association), the Wireless Data Forum, the CDMA Development Group (CDG) and the Electronics Industry Association/ Telecommunications Industry Association (EIA/TIA) serve to promote the creation and enforcement of industry and performance standards. Currently, members of the Contractor Executive team serve on the boards of the Wireless Data Forum, The CDMA Development Group and the Cellular Telecommunications Internet Association.
- c) In addition, Contractor equipment and technology suppliers participate in industry organizations and share information on applicable standards with Contractor.



2.9 Equipment Specifications:

- a) Basic Equipment Package. All wireless service accounts will be equipped with the following basic equipment package:
  - i. phone supporting digital & analog service; and
  - ii. AC charger.
- b) Those Eligible Users that have current wireless contracts with the Contractor, as of the effective date of this Contract, who will convert to this Contract, will have the right to replace current hardware with new replacement basic equipment packages at no additional cost to the Eligible User. All equipment must be newly manufactured hardware. Remanufactured hardware will not be acceptable.
- c) All wireless voice services and equipment proposed shall meet or exceed the following minimum requirements:
  - i. Features (minimum):
    - 12-button keypad (0-9, \*, #) in handset.
    - 25 number memory, 16 digits (minimum) per number stored.
    - Controls and indicators as required to:
      - Originate and receive calls control
      - Power On/Off,
      - Call in Progress (In Use),
      - No Service,
      - Battery Status,
      - Roaming or Home area service.
    - Character display with memory recall of all stored digits.
    - Call log showing missed calls, dialed calls, and received calls.
    - Auto redial
    - Ring silence or vibrate settings
    - Volume control
    - An On/Off switch
    - PTT button as applicable to operation mode
  - ii. Configuration: The portable wireless voice services phone shall be a single hand-held unit consisting of a handset/keypad with built-in transceiver, battery, and an antenna.
  - iii. Battery Type: Rechargeable, NiMH, or Lithium Ion.
- d) The Contractor agrees to pass through to Eligible Users any and all equipment vendor's warranties to the fullest extent allowed under applicable law.

2.10 Custom Calling Features:

- a) Activation, access, or termination charges are not applicable charges for wireless voice services procured through this Contract.
- b) The respondent shall include the following minimum custom-calling features as part of the wireless voice services at no additional cost:
  - i. call forwarding;
  - ii. call waiting;
  - iii. three-way calling;
  - iv. voice mail; and
  - v. caller ID/caller ID block.
- c) Contractor's billing system software provides for the billing of Push To Talk (PTT) service as a monthly access charge. Contractor Offer and Price Schedule does not include activation, calling plan access or termination charges for Basic Wireless Voice Service . Contractor offer does not include activation or termination charges for Basic Push To Talk service (per 6.03 Worksheet 2). However, PTT service will include a low monthly access fee.
- d) Contractor service offered to the State includes the calling features at no additional monthly charge as specified in Section 2.10.b. Optional services are available for corresponding additional monthly charges and fees. See Contractor's Offer and Price Schedule attached for complete details of Contractor pricing.

2.11 Wireless Local Number Portability (WLNP):

- a) Contractor shall, upon request, provide Customer with cell phone number portability as required by the FCC. Any costs associated with this service shall be borne by the Contractor, however, other carriers may charge a fee for porting a number from their service. The Customer is responsible for fees resulting from any contractual obligation it has with another carrier when porting to the Contractor's wireless service.
- b) Since November 2003, Contractor offers Local Number Portability (LNP) enabling wireless customers to retain their mobile number when they switch wireless service providers. LNP is now available to wireless customers nationwide. To facilitate the porting process, Contractor upgraded its network, trained and educated its employees on LNP as well as staffed a new state-of-the-art call center to handle LNP requests.
- c) To port lines in to Contractor, a customer will provide information about the lines to be ported in from the existing carrier. This information includes the billing name and address, the account number from the old carrier and the company's federal tax ID number. It is important that the existing service not be cancelled before Contractor

begins the porting process. Once Contractor has all of the required information, Contractor will submit the port requests for those lines.

- d) Any number that a customer wants to port must first be eligible for porting. Eligibility is based on the geographic locale of the number (the number must remain associated with the same geographic area and Contractor must be licensed to provide service in that area) and the number must be active with the old service provider.
- e) The turnaround time for a single wireless-to-wireless port is typically between three (3) hours and one (1) day, but could take longer. Landline to wireless ports should typically occur in no more than four (4) days, but could take longer. Please note: Actual processing time may vary depending on the complexity of the port, and the previous service provider. Multiple ports may extend the processing time. While there may be some delay in the porting process, any eligible line should port in from the old service provider.
- f) Contractor does not charge a specific fee for porting numbers to or from Contractor service. Contractor has evaluated Contractor on-going costs to fulfill the government's local number portability mandate, and as a result, Contractor Regulatory Charge has decreased to five cents per month for each telephone number. The Regulatory charge is a Contractor charge to help defray the costs imposed on Contractor business by regulators and Contractor costs of complying with regulatory mandates. Important Note: Any customer who ports a line from Contractor to another carrier will be responsible for any accrued charges, and any applicable early termination fee if ported before the end of their term commitment. For more information, please visit <http://www.verizonwireless.com/b2c/lnp/index.jsp>.

#### 2.12 Wireless Emergency Telephone Number 911:

- a) Wireless telephone providers are required by the Federal Communications Commission (FCC) to provide wireless enhanced 911 (E911) service in the form of automatic location identification (ALI) and automatic number identification (ANI) pursuant to the terms and conditions set forth in an order issued by the FCC. Contractor's equipment and services must also have the capability to dial \*FHP at no charge.
- b) Contractor has successfully implemented extensive network components, purchased modified handsets, and completed a complex series of tasks associated with providing enhanced 911 (E911) Phase I and Phase II location services to the public. Contractor provides an Assisted Global Positioning System that works in coordination with an Advanced Forward Link Trilateration (AGPS/AFLT) handset solution to serve the designated 911 centers, also called Public Safety Answering Points (PSAPs). This system supports Phase II E911 Service requests. This system has several benefits. It relies on enhancements to the wireless handset and underlying network to provide superior location services.
- c) Contractor continues to meet the schedule set by the Federal Communications Commission for Contractor in October 2001. Contractor' efforts to deploy E911 location services are summarized as follows:

- i. Contractor met its milestones for completing deployment of the network-assisted portion of AGPS/AFLT in all of its markets.
- ii. As of July 15, 2004, Contractor has deployed Phase I E911 service to a total of 2,738 Public Safety Answering Points serving an estimated population of 177 million residents in parts or all of 44 States. Contractor has also deployed Phase II E911 service to 1,285 PSAPs serving an estimated population of 112 million residents in parts or all of 33 states. In addition, with the activation of Phase II E911 AGPS/AFLT service to individual PSAPs, Contractor has deployed an added location capability technology, Enhanced Forward Link Trilateration ("EFLT"), in Phase II markets. EFLT is able to provide improved location capability over Phase I (cell location) for older non-AGPS-capable digital mobiles in certain cases. AGPS operates only in digital service areas. The deployment of network upgrades in Contractor markets is in advance of most of the PSAPs' requests. Most of the 6,700 PSAPs have not yet upgraded their systems to use Contractor' advanced E911 data or requested Phase II E911 service from Contractor.
- iii. Until all PSAPs upgrade their systems, calls made from subscribers' E911-capable handsets to 911 call centers that are not yet equipped for E911 will still go through as usual. However, the 911 call centers will not be able to read or use the GPS-generated location information and may still need to rely on the mobile caller to identify and tell them where they are located. State subscribers are encouraged to contact their local police or fire department if they have questions about their capability to accept and use the E911 data from mobile calls in their area.
- d) Contractor offers a wide variety of handsets with Global Positioning System (GPS) capabilities to be used in conjunction with E911 services. Since December 30, 2003 all of the handset models Contractor sells are GPS-capable of transmitting their E911 location.
- e) Contractor allows subscribers in Florida to dial \*FHP at no charge.

2.13 Contractor Web Page Requirements:

- a) Within 30 days of Contract effective date, the Contractor shall design and build a Web page(s) accessible via the Internet. The Department's Contract Administrator will work with the Contractor to provide applicable information to assist the Contractor with providing the web page as specified in the 30 day timeframe. The web page shall be maintained and continuously updated by the Contractor at no additional cost to the State. Any updates and changes to Contractor provided web page(s) shall not be made without prior approval from the Department's Contract Manager. The website will only be designed and activated following consultation and approval by the Department. The web page shall include but not be limited to the following information:
  - i. a procedure the end user must follow to request a replacement phone or cancel the service;

- ii. a list of compatible wireless phone available under the contract including a full technical description and features of the phone with web links to the manufacturer's web page if applicable;
  - iii. ordering information and procedures;
  - iv. graphical images of the applicable Service Provider's wireless voice coverage maps as specified in paragraph 2.2;
  - v. a listing of all counties that wireless voice services is available;
  - vi. all service options and/or call-plans and pricing for each;
  - vii. provide a procedure for the end-user to download all applicable software/firmware to keep the phone updated complete with instructions;
  - viii. links to <http://www.myflorida.com/> as specified by DMS;
  - ix. provide all point-of-contact information for the Service Provider helpdesk;
  - x. provide trouble shooting procedures and a Frequently Asked Question (FAQ) section;
  - xi. current status of the applicable Service Provider's wireless network including a posted notice of any current or planned outages; and
  - xii. others as requested by the Department with Contractor prior approval which will not be unreasonably withheld.
- b) Contractor refers to web sites such as the State has required as an "extranet". Many of the items the State desires shall be provided in either an extranet "welcome box" or a "splash page". A splash page is a customized branding page that appears before the home page of the web site. It may be graphic intensive. Contractor has the capability to meet the State's requirements as follows:
- i. Customer procedure to request a replacement phone or cancel service - A link from the welcome box (WB) or splash page (SP) shall be provided to a summary document with this information.
  - ii. List of phones available from Contractor under this Contract - A link shall be provided from the WB or SP for this equipment. An image of each phone with basic features shall be included along with a hyperlink for additional detail and technical specifications. Contractor does not include links to Manufacturers' web sites.
  - iii. Ordering information and procedures - A link shall be provided from the WB or SP to a document with this information and the Contractor ordering contacts.
  - iv. Graphical images of Contractor coverage maps - A link shall be provided from the WB or SP to allow the user to open and view the maps online. Optionally, if the State desires online ordering capability, the maps shall be linked to the calling

plans included in the shopping path. Contractor shall provide a link to Contractor online coverage locator on verizonwireless.com as a third option (as discussed in Contractor response to online submission item 2.3).

- v. List of counties where wireless service is available - Contractor currently provides the capability to determine if service is available by zip codes. Zip codes typically cover smaller geographic areas and shall provide a more accurate indication of where service is available. Contractor shall meet this requirement using a link to Contractor existing service by zip code capability.
- vi. Service plans, service options and pricing - Contractor extranet would include this information.
- vii. Customer procedure and instructions to download software and updates - Some software is available via verizonwireless.com. Other software shall be obtained from a Contractor technician or is available over the air by dialing \*228. A link to a document summarizing this information with end-user procedures and instructions shall be provided from the WB or SP.
- viii. Link to <http://www.myflorida.com/> as specified by DMS - Contractor shall provide this link on the WB or SP.
- ix. Contact information for helpdesk - Contractor typically includes a "Contact Us" link on the extranet. Contractor shall also provide a link to this information from the WB or SP.
- x. Trouble shooting procedures and frequently asked questions (FAQ) - Contractor has some of this information already available on verizonwireless.com. Contractor shall provide a link to it via the WB or SP. In addition, if there are such procedures or an FAQ that is different for Florida State Customers, a link could be provided to a document summarizing this information from the WB or SP. As part of the contract award negotiation, Contractor Account Sales and Implementation Team shall evaluate the need for such a document and develop its content.
- xi. Current Network status and posting of current and planned outages - Contractor does not typically notify Contractor customers of network maintenance activities because such activities are typically transparent to the customer. In emergency situations, the Florida Account Manager shall be listed on Contractor internal Outage Notification System, which will notify them of emergency outages. The Florida Account Manager may then notify the State as appropriate. This information will not be posted on the extranet.

### 3. General Instructions to Respondents (PUR 1001)

#### Contents

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- 3.2 General Instructions.
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#### 3.1 Definitions

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a) "Buyer" means the entity that has released the solicitation.
- b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- d) "Response" means the material submitted by the respondent in answering the solicitation.
- e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

#### 3.2 General Instructions

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

### 3.3 Electronic Submission of Responses

- a) Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
  - i. an electronic signature on the response, generally;
  - ii. an electronic signature on any form or section specifically calling for a signature; and
  - iii. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

### 3.4 Terms and Conditions

- a) All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
  - i. Technical Requirements;
  - ii. Special Conditions;
  - iii. Instructions to Respondents (PUR 1001);
  - iv. General Conditions (PUR 1000); and
  - v. Introductory Materials.
- b) The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

### 3.5 Questions

Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for



monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

### 3.6 Conflict of Interest

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

### 3.7 Convicted Vendors

- a) A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
  - i. submitting a bid on a contract to provide any goods or services to a public entity;
  - ii. submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - iii. submitting bids on leases of real property to a public entity;
  - iv. being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
  - v. transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

### 3.8 Discriminatory Vendors

- a) An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
  - i. submit a bid on a contract to provide any goods or services to a public entity;
  - ii. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - iii. submit bids on leases of real property to a public entity;
  - iv. be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or

- v. transact business with any public entity.

### 3.9 Respondent's Representation and Authorization

- a) In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
  - i. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
  - ii. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
  - iii. To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
  - iv. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
  - v. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
  - vi. The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
  - vii. Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
    - f Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal

or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- f* Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- viii. The product offered by the respondent will conform to the specifications without exception.
- ix. The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- x. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- xi. The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- xii. The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- xiii. All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A  
misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

### 3.10 Performance Qualifications

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before

or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

### 3.11 Public Opening

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

### 3.12 Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

### 3.13 Firm Response

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

### 3.14 Clarifications/Revisions

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

### 3.15 Minor Irregularities/Right to Reject

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

### 3.16 Contract Formation

The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

### 3.17 Contract Overlap

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

### 3.18 Public Records

Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

### 3.19 Protests

- a) Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.
- b) Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.
- c) Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
- d) Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

## 4. General Contract Conditions (PUR 1000)

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- 4.46. Severability.

#### 4.1 Definitions

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- b) "Customer" - The entity that is issuing a Purchase Order.
- c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- d) "Purchase order" means the form or format the Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

#### 4.2 Purchase Orders

Contractor shall not deliver or furnish products until the Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

#### 4.3 Product Version (Also See Section 5.9)

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

#### 4.4 Price Changes Applicable only to Term Contracts (Also See Section 5.4)

If this is a term contract for commodities or services, the following provisions apply.

- a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

- c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- d) Trade-In. The Customer may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. The Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

#### 4.5 Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

#### 4.6 Packaging

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

#### 4.7 Manufacturer's Name and Approved Equivalents

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.



#### 4.8 Inspection at Contractor's Site

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

#### 4.9 Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

#### 4.10 Americans with Disabilities Act

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

#### 4.11 Literature

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

#### 4.12 Transportation and Delivery

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

#### 4.13 Installation

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound.

Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

#### 4.14 Risk of Loss

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

#### 4.15 Transaction Fee

- a) The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.
- b) For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- c) Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.
- d) Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprourement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING

TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

- e) The penalties described above shall be applied to the Contractor in accordance with 60A-1.006(3), F.A.C, regarding default.

4.16 Invoicing and Payment (Also See Section 5.2)

- a) Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.
- b) At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Contractor Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.
- c) Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.17 Taxes

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

4.18 Governmental Restrictions

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.19 Lobbying and Integrity

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone



as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

#### 4.20 Indemnification

- a) The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.
- b) Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer shall not be liable for any royalties.

- c) The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### 4.21 Limitation of Liability

- a) For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.
- b) Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

#### 4.22 Suspension of Work

The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

#### 4.23 Termination for Convenience

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

#### 4.24 Termination for Cause

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) response by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

#### 4.25 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or Contractors if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the

related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

#### 4.26 Scope Changes

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate responses to satisfy them.

#### 4.27 Renewal

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

#### 4.28 Advertising

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

#### 4.29 Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

#### 4.30 Dispute Resolution

- a) Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the



Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

- b) Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

#### 4.31 Employees, Subcontractors, and Agents (Also See Section 5.10)

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

#### 4.32 Security and Confidentiality

The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

#### 4.33 Independent Contractor Status of Contractor

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

#### 4.34 Insurance Requirements

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

#### 4.35 Warranty of Authority

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

#### 4.36 Warranty of Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

#### 4.37 Notices

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

#### 4.38 Leases and Installment Purchases

Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase

agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.39 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.40 Products Available from the Blind or Other Handicapped

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit Department are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.41 Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.42 Cooperative Purchasing (Also See Section 5.8)

- a) Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the

agreement between Customer and Contractor, and the Customer shall not be a party to any transaction between the Contractor and any other purchaser.

- b) State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

#### 4.43 Waiver

The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### 4.44 Annual Appropriations

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

#### 4.45 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### 4.46 Severability

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

## 5. Special Contract Conditions

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#### 5.1 Implementation Plan:

The Contractor shall provide a detailed implementation plan to the Department, describing all the activities necessary to successfully make operational the full scope of service required by this Contract within ten (10) business days of Contract execution. However, the implementation for each Eligible User must be developed, coordinated, and scheduled in cooperation with a representative of each Eligible User.

#### 5.2 Billing

- a) The Contractor shall bill Customers directly for all services. Detailed usage billing is a requirement of this response, but may be declined by law enforcement agencies for security purposes.
- b) Detailed billing, as a minimum, shall include:
  - i the originating phone number;
  - ii the date and time of each call;
  - iii the number called;
  - iv the call duration; and
  - v a summary of minutes used for the billing cycle.
- c) Contractor shall provide invoices to an individual Customer in their choice of the following formats:
  - i paper invoice;

- ii CD-ROM; or
  - iii Contractor's Internet Billing Analysis System (IBAS).
- d) The Contractor shall produce a consolidated bill for each Eligible User at a minimum of 30 days prior to the payment due date. The billing cycle will be a typical period 28 to 31 days. The Contractor is required to deliver billing information within twelve days of the Contractor provided billing cycle. Billing data must be partitioned by billing cycle and Eligible User. Billing data must be available through any of the following means - paper or CD-ROM. Bills may include charges and calling records up to sixty days in arrears in circumstances in which roaming records must be received from other carriers.
- Billing data may also be available through online web access via Contractor's IBAS system. In addition, Customers who select IBAS invoicing will not be able to access their bill until the 28<sup>th</sup> day of the month following the billing cycle. Contractor will provide State Customers and Eligible Users with all of Contractor billing options and allow them to select the option that best fits their needs.
- e) The following must appear on the consolidated bill:
- i Eligible User name;
  - ii address where invoice is mailed;
  - iii telephone number of each line;
  - iv date line was activated (on first invoice only);
  - v number of minutes used;
  - vi charges per minute;
  - vii total monthly charges;
  - viii total number of active lines; and
  - ix total number of minutes used.
- f) Contractor does not have the capability to provide invoices on floppy disk, Zip disk or electronic file transfer. In order to prevent fraud, equipment invoices do not include serial numbers. These invoices will include the Mobile Device Number (MDN).
- g) Contractor has provided details of Contractor IBAS capabilities with Contractor response to online submission item 4.3.
- h) Wireless service accounts may not be deactivated nor may service be discontinued without the prior written request of the Eligible User, except as provided in this Section. Deactivation or termination of service requests must be completed by the

Contractor within twenty-four (24) hours receipt of such request from an Eligible User. In the event that a wireless service account is delinquent in payment of undisputed charges for a period of not less than sixty (60) days, Contractor will provide notice to the Department of the delinquency. If the delinquency is not resolved to Contractor's satisfaction within thirty (30) days following such notice, Contractor may deactivate said account.

- i) The Contractor will provide a rebate or credit to an Eligible User for a prorated hourly portion of the applicable monthly service charges for each occurrence during which an Eligible User is denied use of service for eight (8) hours or more during any monthly billing period. The remedy shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Eligible User is denied access to the service. Contractor provided credits shall never, however, exceed the cost of the user's monthly service charges.
- j) If an Eligible User is denied access to service for eight continuous hours or more during any monthly billing period, the Contract Manager/ SPOC must notify the designated Contractor contact to request credit.
- k) Contractor will provide the applicable credits if Eligible Users are denied use of service for a period of (8) or more continuous hours during any monthly billing period, except during Force Majeure events. Due to the difficulty in validating each report of denial of service, Contractor shall define the denied use of service as an outage where at least 50% of the call processing capacity of any switch and its associated cell sites is lost. This would apply to any Contractor mobile switch located in the State of Florida.
- l) The prorated credit will be calculated based on average daily minutes of use (MOU) from the previous bill. Based on the length of the outage, Contractor will agree to a prorated daily credit not to exceed the average daily usage.
- m) If an Eligible User discovers an overcharge on an invoice, the Eligible User will notify Contractor of the error and necessary corrective action. If the necessary corrective action is not taken upon receipt of the next billing, the Eligible User, at their unilateral discretion, may assess the Contractor an administrative remedy of up to three times the amount of the difference between the proper Contract rate and the overcharged invoice rate.
- n) Contractor defines an overcharge as the amount on the customer's bill being in excess of the amount specified for the item in the contract due to a systemic or manual error. To receive credit for a suspected overcharge, the ordering entity's Contract Manager/ SPOC should contact their designated Contractor contact within 90 days after the overcharge appears on Customer's bill. Contractor will work to resolve the suspected overcharge within ten (10) business days following notification. Any credit due will be reflected on Customer's bill within three (3) billing cycles after resolution. Credits will be limited to the actual amount of any overcharge. Contractor will agree to a 3% administrative remedy.

- o) The State reserves the right to audit all invoices from mandated users throughout the life of the contract, or thereafter. The State may also use third party auditors to carry out this function.

### 5.3 Price Changes

- a) The Department will permit an annual rate adjustment (upwardly or downwardly) in correlation with the Producer Price Index as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. The rate adjustments will be based on the PPI 517212 (Base date 9906). These reports can be accessed at [www.bls.gov](http://www.bls.gov).

#### Example of calculation procedures

|   | PCU517212517212 |
|---|-----------------|
| Base price = \$0.06   | -               |
| Current period series values (April 2004)   | 92.3            |
| Divide by the base period series values (April 2003)                              | 91.2            |
| equals:   | 1.012           |
| Multiply by 100 to yield the converted series values                              | 101.21          |
| Multiply by assigned weight (Carriers 33.3%, Telecom33.3%, Primary33.3%)          | 33.71           |
| Add the three figures to get the current value (April 2004) for the special index | 100.47          |
| Multiply by original base price (\$0.06)  | 6.03            |
| Divide by 100 to yield the adjusted price   | \$.063          |

- b) Contractor may request an adjustment once per Timeline year. Any requested adjustment must not exceed the percentage change in the PPI. Adjustments shall be effective only upon approval of the Department, and shall not be applied retroactively. The Department may require price decreases to reflect any decrease shown in PPI 517212. Rate adjustment schedule as follows:
- i. To eliminate usage of Preliminary Data, the Initial PPI rate adjustment is calculated on the sixteenth month after contract execution based upon the initial twelve month term data. Subsequent annual adjustments will occur on the anniversary of the initial adjustment.
  - ii. Increments of PPI adjustment less or greater than 0.10 shall be rounded as follows: 0.010 through 0.014 are rounded down to 0.10 OR 0.015 through 0.019 are rounded up to 0.2
  - iii. The rate adjustments in any contract year shall not exceed five percent of the then current base price.
- c) In the event an applicable index or escalation provision ceases to be published, or ceases to be published in the manner provided herein, Customer and Supplier agree to select another suitable index or escalation provision in substitution thereof.



- d) When the PPI cause a change in the airtime rate charge, Contractor shall process the airtime rate change creating a "new" version of the price plan with a new airtime rates. However, billing for each line of service will continue to utilize the previous airtime rate charge for all calls placed through the effective date of the airtime rate change, then will utilize the new airtime charge rate for calls placed after the effective date. The airtime rate change will appear on the bill as follows:
- i. In the mobile summary section "Charges XXX-XXX-XXXX" under "Current Calling Plan" the "Additional per minute charge" will display the airtime rate effective at the time of billing, even though calls may have been rated at two different rates during the bill cycle.
  - ii. In the "Usage Summary" section, charges associated with both rates will display as one line only for "Monthly Minutes", even if the minutes are calculated under two different rates. Customer may validate their airtime rate charges by adding up the minutes in the call detail section by date and time period and calculate the cost for the previous and new airtime rate charges.
  - iii. In the "Usage Detail" section, calls will display the actual airtime rate charge at which they were calculated based on the airtime rate charge at the time the call was placed.

#### 5.4 Contract Management

- a) The Contractor shall designate one of its employees as Contract Manager to act on the Contractor's behalf with regard to management of this Contract. The Contractor may not change its Contract Manager without providing the State with thirty (30) days prior written notice.
- b) The Contractor shall assign a project manager and project supervisor for the Contract. The project manager shall be responsible for coordination of all Eligible Users and the Contractor. The project manager, or the office represented, shall be responsible for coordinating orders and answering billing questions. The project manager shall be the central point of contact for the Contractor. In the event that the Department is dissatisfied with the performance of the project manager, it will contact the project supervisor. At the Department's request, the Contractor shall replace the project manager.
- c) The Contractor shall assign one or more individuals to function as customer service representative(s) for the duration of the Contract. These individuals shall be responsible for providing services under the Contract, which include, but are not limited to, operational and billing problem resolution, product and technical information, and training. They will be responsible to the project manager. At the Department's request, the Contractor shall replace a customer service representative.
- d) As part of contract management, the Contractor agrees to conduct Business Review Meetings, which may be held at a date, time and location to be mutually agreed

upon, with the State. These meeting are to be held at least two (2) times per Timeline year, not more than six months apart.

- e) The agenda for these meetings will include, inter alia:
  - i) Contract Performance metrics review;
  - ii) Contract improvement; and.
  - iii) Increasing Contract Usage among the Eligible Users.
- f) The Contractor must meet or exceed the following Performance Measures:
  - i) Less than 2.00 percent voice blocks - If the percentage of calls blocked exceeds, 2%, then the total percentage of calls blocked (including the 2%) shall result in the service provider making an equal percentage reduction of the customer's bill for the month, whether the pricing plan is an individual user plan or a pooled minutes plan. A call is defined to be blocked when a user is unable to initiate a call due to network congestion or other capacity shortcomings.
  - ii) Contractor will provide service with less than 2 % of total voice call attempts resulting in voice blocks as measured on a monthly basis, except during Force Majeure events. Contractor internally reports a similar metric called Ineffective Attempts (IAs) which includes all attempts to place a call that don't result in a completed call, including voice blocks. For simplicity, Contractor will provide monthly reporting on IA performance. If this number ever exceeds 2%, further analysis will be performed to determine the actual percentage attributed to voice blocks due to network congestion or other capacity shortcomings. Contractor will report this information on a monthly basis at a regional level for all calls placed on Contractor mobile switches located in the State of Florida. Due to the confidential nature of this information, Contractor deems this information a trade secret as defined by Fla. Stat. § 812.081(1)(c). This information should not be released to any third party by the State. Disclosing this information to a third party would have a negative impact on the business interest of Contractor and damage its position in the marketplace.
  - iii) Less than 2.00 percent voice call drops - If the average for the wireless voice drops for the Contractor's network is two percent or more during any month, then the customer may be eligible for a service credit of 10 percent of the monthly recurring charge for the wireless services. A call is defined to be dropped when a user experiences an abnormal call release without either side manually ending the call while within the Contractor's coverage area.
  - iv) Contractor will provide service with less than 2% of total voice calls resulting in a call drop as measured on a monthly basis, except during Force Majeure events. Contractor will report this information on a monthly basis at a regional level for all calls placed on Contractor mobile switches located in the State of Florida. Due to the confidential nature of this information, Contractor deems this information a

trade secret as defined by Fla. Stat. § 812.081(1)(c). This information should not be released to any third party by the State. Disclosing this information to a third party would have a negative impact on the business interest of Contractor and damage its position in the marketplace.

- v) 98 Percent Wireless Network Voice Availability - If the average wireless network voice availability for the Contractor's network during any month is less than 98 percent, then the customer may be eligible for a service credit of 10 percent of the monthly charge for the wireless services. The availability of all network elements in the call path for wireless voice service determines the overall service availability.
- vi) Contractor will meet 98 percent wireless network voice availability as measured by cell availability, except during Force Majeure events. Contractor uses cell availability to measure the availability of the network for the customer's use. Cell availability will take into consideration the most common impactors to network voice availability including switch outages, loss of interconnect or backhaul, loss of power and loss of the cell site itself. Cell availability will be measured at the regional level for all cells connected to switches located in the State of Florida and reported on a monthly basis. Due to the confidential nature of this information, Contractor deems this information a trade secret as defined by Fla. Stat. § 812.081(1)(c). This information should not be released to any third party by the State. Disclosing this information to a third party would have a negative impact on the business interest of Contractor and damage its position in the marketplace.
- g) The abundance of significantly discounted new equipment available from carriers has created a market where used wireless phone equipment has little or no value. In addition, there can be some expense in properly disposing of used equipment partially due to the technology used in batteries. Contractor does not typically accept used equipment for trade-in or offer any kind of trade-in credit. However, Contractor shall dispose of used equipment for the State at no charge utilizing Contractor HopeLine® program.
- h) Contractor has a long-standing commitment to community service and recycling, through its exclusive award-winning HopeLine program which dedicates its resources to both the prevention of domestic violence and the life rebuilding process. The national HopeLine phone recycling program collects previously owned wireless handsets from any wireless carrier. The used phones are refurbished and recycled or sold, and the proceeds of the collected recycled phones are donated to domestic violence shelters and prevention programs across the country. The collection program promotes the reuse of cell phone equipment while putting wireless products and services to work to prevent domestic violence. The State may also work separately with third parties to dispose of or sell used phones.

## 5.5 Contract & Management Reporting

- a) The Contractor also agrees to provide the Department management reports ("Reports"), which shall include but not be limited to, those reports listed below.

- b) These reports shall be in a digital format that can be manipulated in Microsoft Excel and provided to the Department.
- c) Detailed Quarterly Report. (Usage Report) Contractor shall electronically provide the Department with a detailed quarterly report in the format required by the Department showing the dollar volume of any and all sales under this Contract for the previous quarter. Reports shall be submitted to the Department Contract Administrator. Reports are due on the fifteenth (15th) day after the close of the previous quarter. The quarterly report shall include each Customer name and account number, Customer purchase order number, contact name, Customer's complete billing address. Each line item sale must contain all information listed above or the report will be rejected and returned to the Contractor for correction. The Contractor can choose to submit this report monthly instead.
- d) Using form PUR 3776, the Contractor must report its applicable MyFloridaMarketPlace 1% transaction fee per the General Conditions, paragraph 4.15.
- e) Yearly Reports on Contractor's Internal Performance Audits presented at one of the Half-yearly Business Review meetings with the Department.
- f) Reports addressing dropped calls, blocked calls, and network availability requirements described in 5.4(f).
- g) Contractor shall provide the reports that the State needs utilizing Contractor existing reporting capabilities. Millions of call records are processed and stored in standard formats by Contractor network switches and associated architecture. Wireless billing systems capable of processing these millions of records are very complex. All billing systems have limitations with regard to reporting.

#### 5.6 Training & Technical Assistance

- a) At no additional cost, the Contractor must provide an orientation session(s) for all Eligible User coordinators on the configuration and utilization of the services it intends to provide including trouble reporting, billing methods, management report interpretation and feature usage.
- b) The Contractor will designate technical assistance available, via phone and Internet, to all Eligible Users on a 24 hour, 7 day a week basis, and shall provide an Emergency Point of Contact (EPOC) and Emergency Back-Up Point of Contact (EBPOC) list to the primary contact for all emergencies. This technical assistance must be available on the effective date of the Contract. Information on accessing the technical assistance must be made available to the Department.

#### 5.7 Invoicing and Payment

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment.

Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Department is responsible for all payments under the Contract. A Department's failure to pay, or delay in payment, due to non-appropriation of funds or a force majeure event, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other the Departments.

5.8 Cooperative Purchasing (Also See Contract Section 4.42)

The Contractor will not make this contract available to customers outside of Florida.

5.9 Clarification of Product Version (Also See Contract Section 4.3)

- a) Contractor will fill orders with the most current release or version available in Contractor's warehouse that has passed Contractor's internal testing. Contractor is not an equipment manufacturer. Some time passes between the issuance of a new model release or version by a manufacturer and the receipt of such equipment by Contractor. In addition, Contractor requires that equipment pass Contractor's own internal testing before Contractor will offer it for sale or accept it for use on Contractor's network. This is part of Contractor's internal quality control process.
- b) Contractor' offer includes at least one model throughout the term of the Agreement that meets ITN requirements and is available at no charge, which model shall be designated by Contractor as the "basic phone". Contractor reserves the right to replace the equipment models shown at "No Charge" and the designated "basic phone" with comparable models and to add or discontinue models. Contractor shall provide the State with an updated list of available equipment models at least quarterly. The Department's Contract Manager shall approve any product changes prior to any change on products listed on the DMS website, Contractor maintained website or MyFloridaMarketPlace catalog content.

5.10 Release of Contractor Employee Information Clarification (Also See Contract Section 4.31)

- a) Customers are encouraged to provide feedback to Contractor regarding the skills, qualifications and performance of the primary account manager. Contractor will make every effort to notify the State of any changes in the State's account team.
- b) All Contractor employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the State. Contractor shall conduct criminal history checks for all prospective Contractor employees who will be providing the Deliverables and Services prior to the Contractor's employees obtaining access to State, state employee, or state retiree Confidential Information. Such criminal history checks shall be maintained in the Contractor records. The State may refuse access to, or require replacement of, any Contractor personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or material noncompliance with State security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform services in compliance with the Contract. The

State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

5.11 Equipment Upgrade Period

The equipment upgrade period for each Subscriber line begins on the date wireless service is activated for that line and continues for a period of twenty-two months ("Equipment Upgrade Period"). When the Equipment Upgrade Period expires, Subscribers may receive new Equipment for that Subscriber line.

5.12 Zero Usage

Contractor reserves the right to disconnect mobile telephone line(s) in service if there has been zero usage for sixty (60) consecutive days, or minimal usage for one hundred eighty (180) days, on such line(s) and require equipment provided with the disconnected line(s) be returned to Contractor or reassigned to another Subscriber of an Eligible User.

## 6.0 Forms and Worksheets (Contractor's Offer and Price Schedule)

### Contents

- 6.01 Savings and Reduction 7064
- 6.02 Worksheet 1 Pricing Basic / Wireless Voice Services Only
- 6.03 Worksheet 2 Pricing Basic / Push to Talk
- 6.04 Worksheet 3 Basic Equipment and Accessory Discount
- 6.05 Optional Features
- 6.06 Table 1, Network Coverage Table

## 6.01 SAVINGS/PRICE REDUCTIONS PUR 7064

Invitation to Negotiate No. 10-725-000-W

Respondent is required to furnish the percent (%) savings in prices offered in this reply compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this response.

DATE \_\_\_\_\_ Revised effective January 14, 2005 \_\_\_\_\_

COMPETITIVE PRICES OFFERED AVERAGE 48 to 74 % SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [url], or other source of benchmark prices)?

Response:

On the following page we have attached information about benchmarks with an explanation of how we calculated average savings for the blank above. Please see the explanation.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: (904) 477-7707  
(Michael Hawthorne, Contractor Contact)

RESPONDENT NAME : Contractor \_\_\_\_\_

IF CONTRACT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

Response:

WHAT WERE THE RESULTS? PURCHASING ANALYST/SPECIALIST

Response:



## Benchmark Plan A (Note: this page describes discount provided on PUR 7064)

### America's Choice<sup>SM</sup> Flat Rate Plans: Corporate and Employee Subscribers

The America's Choice Corporate and Employee Subscriber Flat Rate Plan are not eligible for any monthly access discounts or promotions.

|   | Corporate Subscriber Flat Rate Plan         | Employee Subscriber Flat Rate Plan |
|---|---|------------------------------------|
| Monthly Access Fee                                      | \$11.99                                     | \$14.99                            |
| General Allowance Minutes                               | 0   |                                    |
| Per Minute Rate   | \$0.25                                      |                                    |
| Contractor Long Distance Rate                           | Included (for Domestic Long Distance Calls) |                                    |
| Domestic and Canadian Roaming Airtime Rate <sup>†</sup> | \$0.69 per minute                           |                                    |

Note: The America's Choice home airtime rate area includes the Contractor network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Please see Calling Plan Features for included and additional features; Contractor Calling Plan Terms and Conditions apply.

(The plans above are sample actual rate plans contract exhibit provided here as a benchmark. These plans are not being offered to the State of Florida.)

These standard plans are available to Corporate and Government customers at minimum line commitment levels (5 lines or more) with a Corporate Account Agreement. In addition, these plans are Contractor lowest monthly access standard plans that are available to Corporate and Government customers with a minimal line commitment and no revenue commitment. These plans are not eligible for any monthly access discounts. This means that the monthly access and per minute charge is not discounted, even for Corporate and Government Customers who contract with ~~for~~ large minimum line commitments. These plans are the plans most similar to the Basic Wireless Voice Services Florida Plan that Contractor are offering to the State.

### Benchmark Plan B

Current Eligible Users on Contractor America's Choice calling plans under Contractor current contract with the State of Florida used an average of 569 minutes each during the month of October. If a retail customer with this usage asked ~~to~~ on the most cost effective plan available to them, Contractor would recommend Contractor America's Choice<sup>SM</sup> 500-minute plan. You can find this plan online at: [www.verizonwireless.com](http://www.verizonwireless.com). (Enter a Florida zip code if asked). From ~~the~~ "Plans" tab at the top of the page, select "All Plans". Then in the "Recommended Plans" column on the right, select ~~all~~ plans". The 500-minute plan is the second plan listed.

### Explanation of Contractor calculation of Average % Savings:

Current Eligible Users on Contractor America's Choice calling plans under Contractor current contract with the State of Florida used an average of 569 minutes each during the month of October. Contractor used this actual usage average in calculating average savings as follows:

|                             | Basic Wireless Voice Services Florida Plan | Benchmark  | Benchmark Plan B |
|-----------------------------|--|------------|------------------|
|                             |  | Plan A     |                  |
| Monthly Access              | \$0.00                                     | \$11.99    | \$49.99          |
| Included Minutes            | 0  | 0          | 500              |
| Home Airtime Rate/Minute    | \$0.07                                     | \$0.25     | \$0.40           |
| Monthly Minutes Used        | 569  | 569        | 569              |
| Total Monthly Charges*      | \$39.83                                    | \$154.24   | \$77.59          |
| Difference from State Offer | N/A  | + \$114.41 | + \$37.76        |
| % Savings Over Plan A       | 74.17%                                     | N/A        | N/A              |
| % Savings Over Plan B       | 48.66%                                     | N/A        | N/A              |

\*For this example Contractor has not included any optional services, roaming, long distance, taxes, or fees.

6.02 Worksheet 1

BASIC / WIRELESS VOICE SERVICES ONLY

A. Florida Plan

Option 1 Pricing Proposal (Per Addendum 9)

INDIVIDUAL \$ 0.06 rate per minute  
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal (Per Addendum 9) (NOTE: OPTION 2 WAS NOT SELECTED BY THE STATE)

INDIVIDUAL \$ 0.06 to 0.07 rate per minute  
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal is offered contingent upon the State incorporating the following Billing Provision into any resultant contract between the parties:

"In the event any individual Wireless Voice service (telephone) line issued and activated under this State Term Contract fails to yield a minimum cumulative total of \$\_\_\_\_\_ in revenue during the first five months of activation (or, in the event of cancellation within twelve months of actual activation), the Vendor may bill the Eligible User for the difference between \$\_\_\_\_\_ and the actual cumulative billing total. This amount represents cost of equipment not otherwise recaptured by the Vendor."

B. NATIONWIDE PLAN

OPTION 1 PRICING PROPOSAL (Per Addendum 9)

INDIVIDUAL \$ 0.10 rate per minute  
(Includes activation, access, roaming and base phone charges)

OPTION 2 PRICING PROPOSAL (Per Addendum 9)

INDIVIDUAL \$ 0.10 rate per minute  
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal is offered contingent upon the State incorporating the following Billing Provision into any resultant contract between the parties:

"In the event any individual Wireless Voice service (telephone) line issued and activated under this State Term Contract fails to yield a minimum cumulative total of \$\_\_\_\_\_ in revenue during the first five months of activation (or, in the event of cancellation within twelve months of actual activation), the Vendor may bill the Eligible User for the difference between \$\_\_\_\_\_ and the actual cumulative billing total. This amount represents cost of equipment not otherwise recaptured by the Vendor."

Instructions for Worksheet 1:

1. Respondents will provide a figure for the rate per minute for the Individual categories (Option 1 and Option 2) as above. This will include activation, access, roaming and base phone charges for calls originated and terminated in the State of Florida.
2. Nationwide Plan - Same plan as the Individual Florida Plan except that this plan covers any call originated outside or within Florida and terminated within the continental USA as a domestic call.
3. Respondents will complete the billing provision in option 2 pricing proposal section above by inserting their proposed amount.

| Basic Wireless Voice Services Florida Plan (Local DigitalChoice Calling Plan)   |   |
|---|---|
| These Calling Plans are not eligible for any monthly access fee discounts   |   |
| Line Attainment Tier  | None  |
| Standard Monthly Access Fee   | \$0.00  |
| Home Airtime Minutes  | None  |
| Per Minute Rate   | \$0.06  |
| Verizon Wireless Long Distance Rate   | Included  |
| Roaming Airtime Rate  | \$0.39 per minute   |
| The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred service areas. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk. Long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges may apply when receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. |   |
| Basic Wireless Voice Service Nationwide Plan (National SingleRate Calling Plan)   |   |
| This National SingleRate Calling Plan is not eligible for any monthly access fee discounts  |   |
| Standard Monthly Access Fee   | \$0.00  |
| Home Airtime Minutes  | None  |
| Per Minute Rate   | \$0.10  |
| Roaming Airtime Rate  | Included throughout the 50 States (\$0.69 per minute in Canada) |
| Verizon Wireless Long Distance Rate   | Included  |
| Note: National SingleRate home airtime rate and coverage area includes the 50 states. Roaming, toll, and long distance charges may apply when making or receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with this plan. IN Calling and Nights and Weekends options are not available with this plan.                              |   |

RESPONDENT'S NAME: \_\_\_\_\_ Contractor \_\_\_\_\_

BASIC / PUSH TO TALK

(This worksheet is to be used exclusively by respondents that can provide both wireless voice services and "push to talk" capability on a single wireless phone or instrument.)

A. Florida PlanOption 1 Pricing Proposal (Per Addendum 9)

INDIVIDUAL \$ 0.06 rate per minute, plus \$10.00 monthly fee OR \$ \_\_\_\_\_ flat monthly fee  
(Includes activation, access, roaming and base phone charges)

OPTION 2 PRICING PROPOSAL (Per Addendum 9) (NOTE: OPTION 2 WAS NOT SELECTED BY THE STATE)

INDIVIDUAL \$ 0.06 to 0.07 rate per minute, plus \$10.00 monthly fee OR \$ \_\_\_\_\_ flat monthly fee  
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal is offered contingent upon the State incorporating the following Billing Provision into any resultant contract between the parties:

"In the event any individual Wireless Voice service (telephone) line issued and activated under this State Term Contract fails to yield a minimum cumulative total of \$ \_\_\_\_\_ in revenue during the first five months of activation (or, in the event of cancellation within twelve months of actual activation), the Vendor may bill the Eligible User for the difference between \$ \_\_\_\_\_ and the actual cumulative billing total. This amount represents cost of equipment not otherwise recaptured by the Vendor."

B. NATIONWIDE PLANOption 1 Pricing Proposal (Per Addendum 9)

INDIVIDUAL \$ N/A rate per minute  
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal (Per Addendum 9)

INDIVIDUAL \$ N/A rate per minute  
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal is offered contingent upon the State incorporating the following Billing Provision into any resultant contract between the parties:

"In the event any individual Wireless Voice service (telephone) line issued and activated under this State Term Contract fails to yield a minimum cumulative total of \$ \_\_\_\_\_ in revenue during the first five months of activation (or, in the event of cancellation within twelve months of actual activation), the Vendor may bill the Eligible User for the difference between \$ \_\_\_\_\_ and the actual cumulative billing total. This amount represents cost of equipment not otherwise recaptured by the Vendor."

Instructions for Worksheet 2:

1. Respondents will provide a figure for the rate per minute or flat rate monthly charge for the Individual category as above. This will include activation, access, roaming and base phone charges for calls originated and terminated in the State of Florida.
2. Nationwide Plan - Same plan as the Individual Florida Plan except that this plan covers any call originated outside or within Florida and terminated within the continental USA as a domestic call.
3. Respondents will complete the billing provision in option 2 pricing proposal section above by inserting their proposed amount.

| Basic Push To Talk Florida Plan (Local DigitalChoice with Push to Talk Calling Plan)  |                   |
|---|-------------------|
| Line Attainment Tier  | None              |
| Monthly Fee with Push to Talk*  | \$10.00           |
| Home Airtime Minutes  | None              |
| Per Minute Rate   | \$0.06            |
| Verizon Wireless Long Distance Rate   | Included          |
| Roaming Airtime Rate  | \$0.39 per minute |
| <p>The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred service areas. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk calls. Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Push to Talk is only available to Push to Talk subscribers. Push to Talk is only available within the Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. After 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not answer. While on a Push to Talk call, voice calls received will go directly to voicemail. While on a Push to Talk call, other Verizon Wireless Push to Talk subscribers cannot be reached from the Push to Talk contact lists. Mobile Telephone Numbers (MTNs) can only be blocked from calling. Available through www.vzwpushtotalk.com.. Only one person can speak at a time during Push to Talk calls. Push to Talk is not available on these calling plans. Please note: Push to Talk phones may not be used on non-Push to Talk calling plans. Service to commercial launch of new phone models is not available. Accordingly, if you switch from a Push to Talk phone to a non-Push to Talk phone, you may be required to extend the term of your Customer Agreement.</p> |                   |

RESPONDENT'S NAME: \_\_\_\_\_ Contractor \_\_\_\_\_

## 6.04 Worksheet 3 Basic Equipment and Accessory Discount

(Please also refer to Contract Sections 4.3 and 5.9 regarding Contract Equipment)

### 1 Basic Wireless Equipment

|               |                                 | Make Model | Price  | Retail   | Contract Price |
|---------------|---------------------------------|------------|--------|----------|----------------|
|               | Base Phone (any of 1 - 5 below) |            |        |          |                |
| Other Phones: |                                 |            |        |          |                |
| 1             | Motorola                        |            | V60s   | \$189.99 | \$0.00         |
| 2             | Nokia                           |            | 6015   | \$129.99 | \$0.00         |
| 3             | Kyocera                         |            | KX404  | \$139.99 | \$0.00         |
| 4             | Samsung                         |            | A650   | \$219.99 | \$0.00         |
| 5             | LG                              |            | VX3200 | \$139.99 | \$0.00         |
| 6             | Motorola                        |            | V265   | \$219.99 | \$39.99        |
| 7             | LG                              |            | VX6100 | \$239.99 | \$69.99        |
| 8             | Motorola                        |            | V710   | \$419.99 | \$259.99       |
| 9             | *                               |            |        |          |                |

\* Additional optional dual band models available upon request.

### 2 Equipment with PTT

|               |                                 | Make Model | Price | Retail   | Contract Price |
|---------------|---------------------------------|------------|-------|----------|----------------|
|               | Base Phone Kyocera              |            | KY444 | N/A      | \$0.00         |
| Other Phones: |                                 |            |       |          |                |
| 1             | Motorola                        |            | V60p  | \$319.99 | \$99.99        |
| 2             |                                 |            |       |          |                |
| 3             | Additional models should be     |            |       |          |                |
| 4             | available before contract award |            |       |          |                |
| 5             |                                 |            |       |          |                |
| 6             |                                 |            |       |          |                |
| 7             |                                 |            |       |          |                |
| 8             |                                 |            |       |          |                |
| 9             |                                 |            |       |          |                |

Proposed standard discount from the then current list price for ALL other accessories:

\_\_\_\_\_ 25 \_\_\_\_\_ %

Vehicle Power Adapter at No Charge: Government Subscribers purchasing new phones shall receive a vehicle power adapter (VPA) at no charge.

## 6.05 Optional Features

| Optional Features   |  |                                 |                                  |                                    |
|---|--|---------------------------------|----------------------------------|------------------------------------|
| The following features may be added to calling plans as identified below.   |  |                                 |                                  |                                    |
| Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.   |  |                                 |                                  |                                    |
|   |  |                                 |                                  |                                    |
| 1000 IN Calling Minutes   | \$10.00  |                                 |                                  |                                    |
| 1000 Nights and Weekends  | \$10.00  |                                 |                                  |                                    |
| TXT Messaging & Enhanced TXT Messaging  | \$2.99 (100 TXT msgs. included)  | \$4.99 (250 TXT msgs. included) | \$9.99 (1000 TXT msgs. included) | \$19.99 (2,500 TXT msgs. included) |
|   | \$0.02 per additional inbound message / \$0.10 per additional outbound message per address |                                 |                                  |                                    |
| <sup>1</sup> Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend included, do not qualify for additional Nights and Weekend minutes in this table. <sup>3</sup> TXT Messaging terms and conditions apply. Not available on National SingleRate calling plans. |  |                                 |                                  |                                    |

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

**Roaming in CDMA countries outside of the US** Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

**Roaming in GSM countries** Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

**Home Airtime and Roaming** Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

**International Long Distance** International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply for calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S.

**Protected Lines** and or operator assistance calls.

| Included Feature Billing Details |                                  |
|----------------------------------|----------------------------------|
| Call Waiting <sup>1</sup>        | Three Way Calling <sup>1</sup>   |
| Call Forwarding                  | No Answer/ Busy Transfer         |
| Caller ID <sup>2</sup>           | Basic Voice Mail <sup>3</sup>    |
| 411 Connect <sup>SM</sup> 4      | Basic TXT Messaging <sup>5</sup> |

<sup>1</sup>Airtime charges apply to all calls simultaneously.

<sup>2</sup>When making a call, Subscriber's Mobile Telephone Number (MTN) may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing \*67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.

<sup>3</sup>Airtime charges apply to message retrieval.

<sup>4</sup>Directory assistance with automatic call completion is \$1.25 per call plus airtime charges.

<sup>5</sup>\$0.02 per inbound and \$0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

## Optional Services

Additional fees may be required as shown

**Push to Talk** Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls

**IN Calling** IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.\*

**Night and Weekends** Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.

\***NOTE** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.

**\*TXT Messaging** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

**Customer's Cell Phone Number and Caller ID** Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

**Roaming in CDMA countries outside of the US** Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

**Roaming in GSM countries** Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See [verizonwireless.com](http://verizonwireless.com) for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check [www.vtext.com](http://www.vtext.com) for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

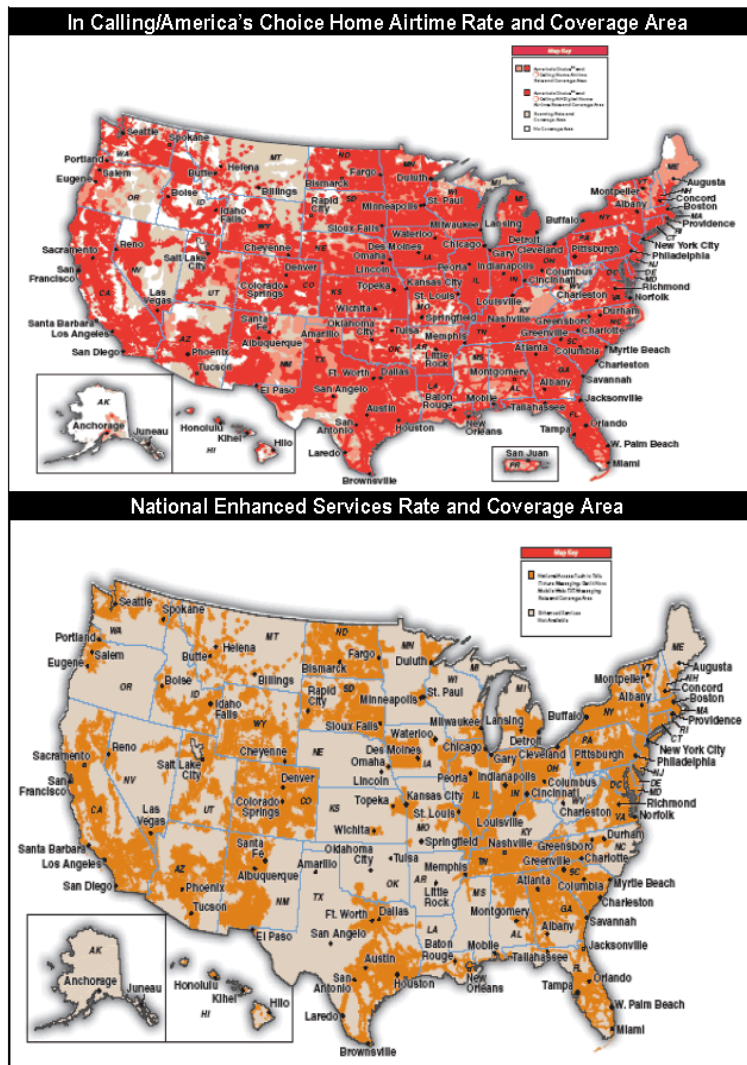


6.06 TABLE 1, Network Coverage Table

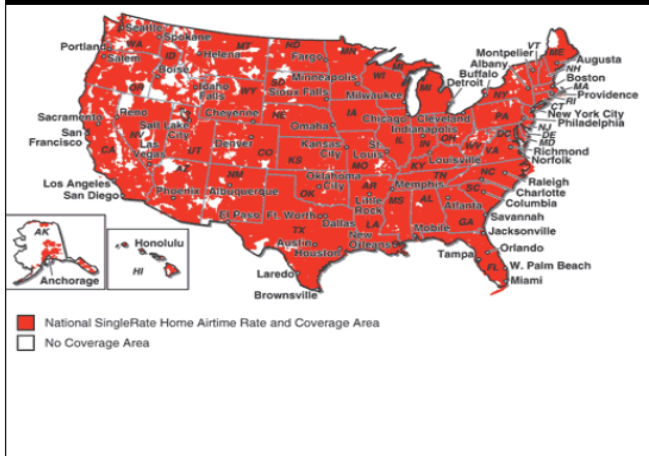
| County    | Employees | Percentage of Total Employees | Percentage of County Coverage | Local Number Availability? (Y/N) | Roaming Partner Area? (Y/N) |
|-----------|-----------|-------------------------------|-------------------------------|----------------------------------|-----------------------------|
| ALACHUA   | 3,712     | 3.09%                         | 100                           | Y                                | Y                           |
| BAKER     | 1,552     | 1.29%                         | 68.39                         | N                                | Y                           |
| BAY       | 1,021     | 0.85%                         | 100                           | Y                                | Y                           |
| BRADFORD  | 1,378     | 1.15%                         | 100                           | N                                | Y                           |
| BREVARD   | 1,929     | 1.60%                         | 100                           | Y                                | Y                           |
| BROWARD   | 5,802     | 4.82%                         | 100                           | Y                                | Y                           |
| CALHOUN   | 386       | 0.32%                         | 100                           | N                                | Y                           |
| CHARLOTTE | 616       | 0.51%                         | 98.86                         | Y                                | Y                           |
| CITRUS    | 363       | 0.30%                         | 96.62                         | Y                                | Y                           |
| CLAY      | 398       | 0.33%                         | 97.07                         | N                                | Y                           |
| COLLIER   | 625       | 0.52%                         | 93.01                         | Y                                | Y                           |
| COLUMBIA  | 1,622     | 1.35%                         | 89.99                         | N                                | Y                           |
| DADE      | 10,705    | 8.90%                         | 89.83                         | Y                                | Y                           |
| DESOTO    | 985       | 0.82%                         | 100                           | N                                | Y                           |
| DIXIE     | 381       | 0.32%                         | 63.34                         | N                                | Y                           |
| DUVAL     | 4,475     | 3.72%                         | 100                           | Y                                | Y                           |
| ESCAMBIA  | 2,257     | 1.88%                         | 100                           | Y                                | Y                           |
| FLAGLER   | 150       | 0.12%                         | 100                           | Y                                | Y                           |
| FRANKLIN  | 216       | 0.18%                         | 77.55                         | N                                | Y                           |
| GADSDEN   | 2,994     | 2.49%                         | 100                           | N                                | Y                           |
| GILCHRIST | 435       | 0.36%                         | 100                           | N                                | Y                           |
| GLADES    | 36        | 0.03%                         | 91.87                         | N                                | Y                           |
| GULF      | 714       | 0.59%                         | 92.84                         | N                                | Y                           |
| HAMILTON  | 697       | 0.58%                         | 99.42                         | N                                | Y                           |
| HARDEE    | 435       | 0.36%                         | 100                           | N                                | Y                           |
| HENDRY    | 311       | 0.26%                         | 97.69                         | Y                                | Y                           |

| County               | Employees | Percentage of Total Employees | Percentage of County Coverage | Local Number Availability? (Y/N) | Roaming Partner Area? (Y/N) |
|----------------------|-----------|-------------------------------|-------------------------------|----------------------------------|-----------------------------|
| HERNANDO             | 594       | 0.49%                         | 99.88                         | Y                                | Y                           |
| HIGHLANDS            | 347       | 0.29%                         | 99.17                         | Y                                | Y                           |
| HILLSBOROUGH         | 5,452     | 4.53%                         | 99.95                         | Y                                | Y                           |
| HOLMES               | 452       | 0.38%                         | 100                           | N                                | Y                           |
| INDIAN RIVER         | 484       | 0.40%                         | 100                           | Y                                | Y                           |
| JACKSON              | 2,339     | 1.94%                         | 100                           | N                                | Y                           |
| JEFFERSON            | 321       | 0.27%                         | 100                           | Y                                | Y                           |
| LAFAYETTE            | 312       | 0.26%                         | 94.23                         | N                                | Y                           |
| LAKE                 | 1,114     | 0.93%                         | 100                           | Y                                | Y                           |
| LEE                  | 2,685     | 2.23%                         | 91.90                         | Y                                | Y                           |
| LEON                 | 22,600    | 18.79%                        | 100                           | Y                                | Y                           |
| LEVY                 | 326       | 0.27%                         | 94.57                         | N                                | Y                           |
| LIBERTY              | 365       | 0.30%                         | 95.74                         | N                                | Y                           |
| MADISON              | 447       | 0.37%                         | 100                           | N                                | Y                           |
| MANATEE              | 670       | 0.56%                         | 100                           | Y                                | Y                           |
| MARION               | 1,982     | 1.65%                         | 94.29                         | Y                                | Y                           |
| MARTIN               | 609       | 0.51%                         | 99.86                         | Y                                | Y                           |
| MONROE               | 647       | 0.54%                         | 27.34                         | Y                                | Y                           |
| NASSAU               | 228       | 0.19%                         | 98.71                         | Y                                | Y                           |
| OKALOOSA             | 876       | 0.73%                         | 100                           | Y                                | Y                           |
| OKEECHOBEE           | 400       | 0.33%                         | 98.53                         | Y                                | Y                           |
| ORANGE               | 5,422     | 4.51%                         | 100                           | Y                                | Y                           |
| OSCEOLA              | 690       | 0.57%                         | 100                           | Y                                | Y                           |
|                      |           | 0.00%                         |                               |                                  |                             |
| OUT OF STATE/COUNTRY | 221       | 0.18%                         | N/A                           | N/A                              | N/A                         |
| PALM BEACH           | 4,609     | 3.83%                         | 99.81                         | Y                                | Y                           |
| PASCO                | 1,228     | 1.02%                         | 99.94                         | Y                                | Y                           |

| County                 | Employees      | Percentage of<br>Total<br>Employees | Percentage of<br>County<br>Coverage | Local Number<br>Availability? (Y/N) | Roaming<br>Partner Area?<br>(Y/N) |
|------------------------|----------------|-------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| PINELLAS               | 3,134          | 2.61%                               | 99.36                               | Y                                   | Y                                 |
| POLK                   | 3,848          | 3.20%                               | 99.36                               | Y                                   | Y                                 |
| PUTNAM                 | 506            | 0.42%                               | 99.92                               | Y                                   | Y                                 |
| SANTA ROSA             | 875            | 0.73%                               | 99.98                               | N                                   | Y                                 |
| SARASOTA               | 1,056          | 0.88%                               | 99.99                               | Y                                   | Y                                 |
| SEMINOLE               | 730            | 0.61%                               | 100                                 | Y                                   | Y                                 |
| ST JOHNS               | 1,287          | 1.07%                               | 100                                 | Y                                   | Y                                 |
| ST LUCIE               | 1,120          | 0.93%                               | 100                                 | Y                                   | Y                                 |
| SUMTER                 | 732            | 0.61%                               | 100                                 | Y                                   | Y                                 |
| SUWANNEE               | 258            | 0.21%                               | 100                                 | N                                   | Y                                 |
| TAYLOR                 | 562            | 0.47%                               | 99.95                               | N                                   | Y                                 |
| UNION                  | 1,731          | 1.44%                               | 98.34                               | N                                   | Y                                 |
| VOLUSIA                | 2,979          | 2.48%                               | 100                                 | Y                                   | Y                                 |
| WAKULLA                | 405            | 0.34%                               | 100                                 | N                                   | Y                                 |
| WALTON                 | 537            | 0.45%                               | 100                                 | N                                   | Y                                 |
| WASHINGTON             | 889            | 0.74%                               | 100                                 | N                                   | Y                                 |
| <b>TOTAL EMPLOYEES</b> | <b>120,264</b> |                                     |                                     |                                     |                                   |

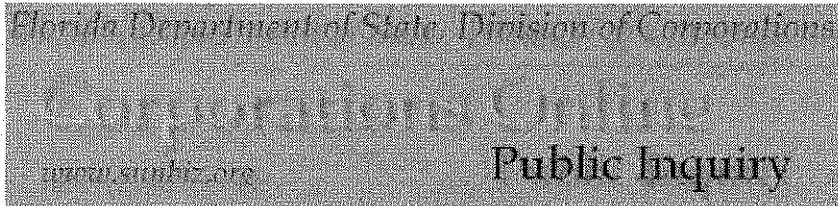


# National SingleRate Home Airtime Rate and Coverage Area



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May 6, 2005  
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## Foreign Limited Partnership

### VERIZON WIRELESS PERSONAL COMMUNICATIONS LP

#### PRINCIPAL ADDRESS

1 VERIZON WAY  
BASKING RIDGE NJ 07920  
Changed 04/05/2007

#### MAILING ADDRESS

180 WASHINGTON VALLEY ROAD  
TAX - REGULATORY COMPLIANCE  
BEDMINSTER NJ 07921  
Changed 01/06/2004

**Document Number**  
B95000000424

**FEI Number**  
752681333

**Date Filed**  
11/27/1995

**State**  
DE

**Status**  
ACTIVE

**Effective Date**  
NONE

**Last Event**  
AMENDMENT

**Event Date Filed**  
02/13/2002

**Event Effective Date**  
NONE

**Actual Contribution**  
500,000,000.00

## Registered Agent

| Name & Address  |
|---|
| CORPORATION SERVICE COMPANY<br>1201 HAYS STREET<br>TALLAHASSEE FL 32301 |
| Name Changed: 04/11/2001  |
| Address Changed: 01/06/2004   |

## General Partner Detail

| Name & Address   | Document Number |
|--|-----------------|
| TU ACQUISITION CO., LLC<br>180 WASHINGTON VALLEY ROAD<br>BEDMINSTER NJ 07921 | M01000001563    |

VERIZON WIRELESS SOUTH AREA LLC  
ONE VERIZON PLACE  
ALPHARETTA GA 30004

M01000001564

## Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2005        | 04/28/2005 |
| 2006        | 05/01/2006 |
| 2007        | 04/05/2007 |

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[02/13/2002 -- Amendment](#)  
[11/30/2001 -- Name Change](#)  
[10/29/2001 -- ANNUAL REPORT](#)  
[07/13/2001 -- Amendment](#)  
[04/11/2001 -- Reg. Agent Change](#)  
[03/30/2000 -- ANNUAL REPORT](#)  
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[12/24/1997 -- ANNUAL REPORT](#)  
[12/31/1996 -- ANNUAL REPORT](#)

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[Corporations Inquiry](#)

[Corporations Help](#)

# PIGGYBACK BID CHECKLIST

Completed by

- |  |  |               |
|--|--|---------------|
| 1. Piggyback of bid awarded by                 | <u>STATE OF FLORIDA</u>                    | <u>JA</u>     |
| 2. Date of award                               | <u>5-11-05</u>                             | <u>      </u> |
| 3. Date of expiration                          | <u>5-11-10</u>                             | <u>      </u> |
| 4. Date of last renewal                        | <u>      </u>                              | <u>      </u> |
| 5. Copy of bid award attached                  | YES <input checked="" type="checkbox"/> NO | <u>JA</u>     |
| 6. Requested item same as awarded item         | YES <input checked="" type="checkbox"/> NO | <u>JA</u>     |
| 7. Approved Procurement Authorization attached | YES <input checked="" type="checkbox"/> NO | <u>JA</u>     |
| 8. Justification                               | <u>BETTER SERVICE AND PRICE</u>            | <u>JA</u>     |
|  | <u>      </u>                              |               |
|  | <u>      </u>                              |               |
|  | <u>      </u>                              |               |
| 9. Benefit to the Town                         | <u>IMPROVED COMMUNICATIONS</u>             | <u>JA</u>     |
|  | <u>WITH STAFF, OTHER GOVERNMENT</u>        |               |
|  | <u>AGENCIES, AND THE PUBLIC</u>            |               |
|  | <u>ESPECIALLY IN EMERGENCY</u>             |               |
|  | <u>CONDITIONS</u>                          |               |
|  | <u>      </u>                              |               |
| 10. Contact information sheet attached         | YES <input checked="" type="checkbox"/> NO | <u>JA</u>     |



CONTACT INFORMATION SHEET

AGENCY CONTACTED

VERIZON WIRELESS

NAME

ADAM SHANNES

PHONE NUMBER

561-459-0099

DATE

3-24-06

COMMENTS

RECOMMENDED VENDOR

AGENCY CONTACTED

CINGULAR WIRELESS

NAME

MICHAEL HARBAUGH

PHONE NUMBER

561-866-3996

DATE

3-17-06

COMMENTS

AGENCY CONTACTED

SPRINT/NETEL

NAME

DENISE SCOTT

PHONE NUMBER

305-345-9044

DATE

3-06

COMMENTS

**From:** "Yeaton,Jon" <Jon.Yeaton@dms.myflorida.com>  
**To:** <Franka@davie-fl.gov>

**Date:** Thursday, February 08, 2007 02:28PM  
**Subject:** RE: State Contract

---

1.) Can you clarify for me what wireless carriers are allowed/approved to sell to municipalities on the State of Florida contract?

Verizon Wireless is the only provider on our Wireless Voice Services state term contract, 725-330-05-1:  
[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/wireless\\_voice\\_services](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/wireless_voice_services)

There also exists a Suncom contract that is not managed by State Purchasing that provides data services:  
[http://dms.myflorida.com/site/products\\_services/suncom/wireless\\_services](http://dms.myflorida.com/site/products_services/suncom/wireless_services)

2.) is there a procedure a municipality must go through to purchase from, for example the WSCA contract through the State?

No, State Purchasing does not have rules/regulations in place on how a municipality should make a purchase. You will have to verify with your local purchasing regulations.

3.) What carriers are approved to sell off the State contract?

If you're referring to the Wireless Voice contract, just one...Verizon Wireless. Please use the link above to review the contract.

Thanks,

Jonathan D. Yeaton, PMP(r)  
Purchasing Analyst, Information Technology Team  
Division of State Purchasing  
Florida Department of Management Services  
(850) 488.1086 office  
(850) 488.5498 facsimile  
[jon.yeaton@dms.myflorida.com](mailto:jon.yeaton@dms.myflorida.com)

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

-----Original Message-----

From: Franka@davie-fl.gov [<mailto:Franka@davie-fl.gov>]  
Sent: Tuesday, February 06, 2007 11:49 AM  
To: Yeaton, Jon  
Subject: State Contract

Can you clarify for me what wireless carries are allowed/approved to sell to municipalities on the State of Florida contract. Additionally, is there a procedure a municipality must go through to purchase from, for example the WSCA contract through the State? What carriers are approved to sell off the State contract. Thank you very much for your help.

Frank Apicella  
Technology & Information  
Management Systems Director  
Town of Davie  
954/797-1063  
franka@davie-fl.gov



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Mark Kutney, AICP, Development Services Director (954) 797-1101  
**PREPARED BY:** Larry A. Peters, P.E., Town Engineer  
**SUBJECT:** Resolution

**AFFECTED DISTRICT:** 4

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WILLIAMS PAVING CO., INC. FOR A SEGMENT OF ORANGE DRIVE ROADWAY IMPROVEMENT.

**REPORT IN BRIEF:** The Town solicited proposals from contractors to provide roadway improvements for a segment of Orange Drive west of Flamingo Road. The Town Council approved the selection of Williams Paving Co. Inc., as the contractor. Williams Paving Co., Inc. was awarded the contract for \$324,822. as directed by Resolution R-2007-78 and presents the attached contract for execution by the Mayor.

**PREVIOUS ACTIONS:** Resolution R-2007-78

**CONCURRENCES:** not applicable

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$324,822.

Account Name: 030-3704-541-6314 Orange Drive Improvements

Additional Comments:

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Agreement between Town and Vendor (contract) and bonds.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WILLIAMS PAVING CO., INC. FOR A SEGMENT OF ORANGE DRIVE ROADWAY IMPROVEMENT.

WHEREAS, the Town Council has approved Resolution R-2007-78 accepting the bid from Williams Paving Co., Inc. to construct Improvements on a segment of Orange Drive, West of Flamingo Road; and

WHEREAS, it is in the best interest to execute a contract for such services; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with Williams Paving Company, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Mayor to execute the contract with Williams Paving Co. Inc., for a segment of Orange Drive, West of Flamingo Road for roadway improvements.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007

### AGREEMENT

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_, 2007, by and between the Town of Davie, Florida, hereinafter called the Owner, and Williams Paving Company, Inc., hereinafter called the Contractor.

#### WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the "Orange Drive Traffic Improvements" for the Town of Davie, Florida, all in full and complete accordance with the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within 120 calendar days from said date.

3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of ~~Three hundred twenty-four thousand eight hundred twenty-two~~ Dollars (\$324,822.00) based on the estimate quantities and unit or lump sum prices contained herein.

4. That the Owner, within thirty (30) days from the day an Engineer's approved Application for Payment is presented to he/she, pay the Contractor the amount approved by the Engineer.

5. Partial payment shall be made on the basis of work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.

Orange Drive Traffic Improvements

Document 00500

Page 1 of 4



6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of one hundred dollars (\$100.000) per calendar day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such Bond to be unsatisfactory or if, for any reason, such Bond ceases to be adequate to cover the performance of the work, the Contractor shall replace the Surety at its expense, within five (5) days after the receipt of notice from such form and amount and with such Surety or Sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.
9. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
10. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer. The venue for any legal action shall be in Broward County, Florida.



11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Engineer. Each requisition shall be submitted in quintuplet (5) to the Engineer for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified and accepted.
13. The Contractor shall perform all work required by the Contract Documents for the Orange Drive Traffic Improvements, **Bid No.B-07-18**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

Williams Paving Company, Inc.  
CONTRACTOR

  
BY

Ronnie Smith - Vice President  
TITLE

WITNESS:



DATE: MARCH 26, 2007

OWNER

Town of Davie, Florida  
Municipal Corporation

ATTEST:

\_\_\_\_\_  
RUSSELL MUNIZ  
Town Clerk

(Seal)

\_\_\_\_\_  
TOM TRUEX  
Mayor

\_\_\_\_\_  
GARY SHIMUN  
Town Administrator

APPROVED AS TO FORM AND  
CORRECTNESS:

DATE: \_\_\_\_\_

\_\_\_\_\_  
JAMES A. CHEROF  
Town Attorney  
Town of Davie

Council Approved: \_\_\_\_\_

Date

Contract Amount: \$ \_\_\_\_\_

END OF DOCUMENT

Orange Drive Traffic Improvements  
Document 00500  
Page 4 of 4

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where appropriate.  
Bond No. 964-009-393

CONTRACTOR (Name and Address and Phone No.)  
WILLIAMS PAVING CO., INC.  
11300 N.W.S. River Drive  
Medley, Florida 33178  
(305) 882-1950

SURETY (Name and Principal Place of Business)  
Liberty Mutual Insurance Company  
1051 Winderley Place, #105  
Maitland, Florida 32751  
(407) 667-1744

OWNER (Name and Address and Phone No.):

TOWN OF DAVIE  
6591 Orange Drive  
Davie, Florida 33314

CONSTRUCTION CONTRACT

Date: \_\_\_\_\_

Amount: \$ 324,822.00

Description (Name and Location):

Orange Drive Traffic Improvements

BID NO. B-07-18

ADDRESS: Orange Drive immediately west of Flamingo Road.

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ 324,822.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)  
Williams Paving Co., Inc.  
Signature: Ronnie Smith  
Name and Title: Ronnie Smith,  
Vice President

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)

Signature: \_\_\_\_\_

SURETY

Company (Corporate Seal)  
Liberty Mutual Insurance Comp  
Signature: Charles D. Nielson  
Name and Title: Charles D. Nielson,  
Attorney-in-Fact and Florida  
SURETY

Company (Corporate Seal)

Signature: \_\_\_\_\_



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety, at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract, such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete

- 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor, selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as deemed practicable by the owner after the amount is determined, tender payment therefor to the Owner; or
  2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, as provided in Subparagraph 4.4, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction

- b.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.
  - 6.2 Additional legal, design, professional and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contract.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in Broward County within two (2) years after Contractor Default, or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. The provisions of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and



- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received, or to be received by the Owner, in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.  
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MARY C. ACEVES, CHARLES J. NIELSON, WARREN ALTER, KRISTI MESSEL, LAURA CLYMER, CHARLES D. NIELSON, NICOLE M. WILLIAMS, DAVID R. HOOVER, ALL OF THE CITY OF MIAMI LAKES, STATE OF FLORIDA**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100\*\*\*\*\*** DOLLARS (\$ **50,000,000.00\*\*\*\*\***) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.  
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of August, 2006.

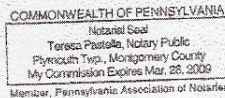
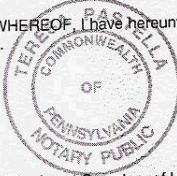
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of August, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By David M. Carey  
David M. Carey, Assistant Secretary



## CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where appropriate.  
Bond No. 964-009-393

CONTRACTOR (Name and Address and Phone No.)  
**WILLIAMS PAVING CO., INC.**  
11300 N.W.S. River Drive  
Medley, Florida 33178  
(305) 882-1950

SURETY (Name and Principal Place)  
Liberty Mutual  
1051 Winderley  
Maitland, Flor  
(407) 667-1744

OWNER (Name and Address and Phone No.):

TOWN OF DAVIE  
6591 Orange Drive  
Davie, Florida 33314  
Phone (954) 797-1030

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 324,822.00

Description (Name and Location):

Orange Drive Traffic Improvements

BID NO. B-07-18

ADDRESS: Orange Drive immediately west of Flamingo Road.

### BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ 324,822.00

Modifications to this Bond Form:

### CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)  
Williams Paving Co., Inc.

Signature: Ronnie Smith  
Name and Title: Ronnie Smith,

### CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company (Corporate Seal)  
Liberty Mutual Insurance

Signature: Charles D. Nielson  
Name and Title:  
Charles D. Nielson,  
and Florida Resident

Company (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28B (1984 Edition)

through the joint efforts of the Surety Association of America, Architects  
and the Associated General Contractors of America, American Institute of Architects

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claims, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by, or have a direct contract with the Contractor, have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied, or for whom the

2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice, any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
  6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly, and at the Surety's expense, take the following actions:
    - 6.1 Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 6.2 Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
  8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing, and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor, and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
  9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have, under this Bond, no obligations to make payments to, give notices on behalf of, or



10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one (1) year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be acceptable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. **DEFINITIONS**
  - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation, in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, engineering services required for performance of the work of the Contractor, and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor,

- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.



2005343

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MARY C. ACEVES, CHARLES J. NIELSON, WARREN ALTER, KRISTI MESSEL, LAURA CLYMER, CHARLES D. NIELSON, NICOLE M. WILLIAMS, DAVID R. HOOVER, ALL OF THE CITY OF MIAMI LAKES, STATE OF FLORIDA**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**..... DOLLARS (\$ **50,000,000.00**.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of August, 2006.

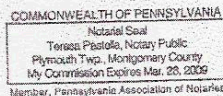
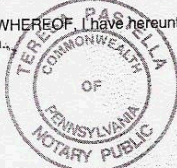
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of August, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.



By David M. Carey  
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Dennis Andresky, Parks and Recreation Director 954 797-1150  
**PREPARED BY:** Dennis Andresky, Parks and Recreation Director 954 797-1150  
**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH JULIA HARPER FOR USE OF ROBBINS LODGE FOR A SPECIAL NEEDS CAMP AND TO REDUCE THE RENTAL FEE FOR SAID USE TO \$150 PER DAY.

**REPORT IN BRIEF:** Julia Harper has requested a rental fee reduction be applied to her use of the Town's Robbins Lodge facility (lodge, patio area and open area immediately surrounding the lodge) for a one week special needs camp beginning on Sunday, July 29th and ending on Friday, August 3, 2007. The camp will consist of approximately 24 participants supervised by per staff to child ratio of at least 1:2 by licensed physical, occupational and speech therapists who specialize in pediatrics. The camp staff will provide the Town both proof of individual professional liability insurance and a certificate of insurance for the staff as a group naming the Town as additional insured. The Parks & Recreation Advisory Board supports the use of the facility for the camp and recommends the fee for use be set at either \$150 per day. The fee reduction is requested in order to keep the cost for participants at an affordable level. Staff recommends approval of the resolution as presented.

**PREVIOUS ACTIONS:** none

**CONCURRENCES:** Parks & Recreation Advisory Board approves of use and fee reduction.

**FISCAL IMPACT:** Yes

Has request been budgeted? n/a

Additional Comments: Revenue to the Town of \$900.00 (waiver of \$1,046.50)

**RECOMMENDATION(S):** Motion to Approve Resolution

**Attachment(s):** Resolution, Insurance Certificate, Facility Use Agreement



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE TOWN OF DAVIE TO OENTER INTO AN AGREEMENT WITH JULIA HARPER FOR USE OF ROBBINS LODGE FOR A SPECIAL NEEDS CAMP AND TO REDUCE THE RENTAL FEE FOR SAID USE TO \$150 PER DAY.

WHEREAS, Julia Harper requests use of the Town's Robbins Lodge facility to conduct a special needs camp; and

WHEREAS, Mrs. Harper requests a reduction of the facility rental fee in order to keep participant costs affordable; and

WHEREAS, the Town of Davie Parks and Recreation Advisory Board supports and recommends adjusting the facility rental rate of \$150 per day.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the rental of Robbins Lodge to Julia Harper for a special needs summer camp to be conducted from July 29, 2007 – August 3, 2007 per the attached facility use agreement.

SECTION 2. The Town Council hereby authorizes. The facility rental fee to be reduced to \$150 per day.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

08701  
MEMFORM

## MEMORANDUM OF INSURANCE

ISSUE DATE (MM/DD/YY)

04/06/07

PRODUCER  
MARSH Affinity Grp. Svcs.  
a svcs. of SEABURY & SMITH  
1440 RENAISSANCE DRIVE  
PARK RIDGE, IL 60068  
1-800-503-9230

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS  
NO RIGHT UPON THE MEMORANDUM HOLDER. THIS MEMORANDUM DOES NOT  
AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANY AFFORDING COVERAGE

COMPANY LETTER A CHICAGO INSURANCE COMPANY

773208

INSURED  
THERAPEEDS INC.  
JULIA HARPER  
4620 LUPO LANE  
SOUTHWEST RANCHE, FL 33330

REFLECTS COVERAGE IN EFFECT ON ABOVE "ISSUE DATE"

THIS IS TO CERTIFY THAT THE CERTIFICATE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.  
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY  
BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND  
CONDITIONS OF SUCH CERTIFICATE. THE LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO<br>LTR | TYPE OF INSURANCE         | CERTIFICATE NUMBER | EFFECTIVE<br>DATE (MM/DD/YY) | EXPIRATION<br>DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS   |
|-----------|---------------------------|--------------------|------------------------------|-------------------------------|---|
| A         | GENERAL LIABILITY         |                    |                              |                               | GENERAL AGGREGATE \$ 4,000.   |
| X         | X OCCR.                   | AHL-2896003        | 10/24/2006                   | 10/24/2007                    | PRODUCTS-COMP/OPS AGGREGATE \$ N/A                                    |
|           |                           |                    |                              |                               | PERSONAL & ADVERTISING INJURY \$ INCL                                 |
|           |                           |                    |                              |                               | EACH OCCURRENCE \$ 2,000.   |
|           |                           |                    |                              |                               | FIRE DAMAGE (ANY ONE FIRE) \$ INCL                                    |
|           |                           |                    |                              |                               | MEDICAL EXPENSE (ANY ONE PERSON) \$ N/A                               |
|           | AUTOMOBILE LIABILITY      |                    |                              |                               | COMBINED<br>SINGLE \$<br>LIMIT<br>BODILY<br>INJURY \$<br>(Per Person) |
|           | NON-OWNED AUTOS           |                    |                              |                               | BODILY<br>INJURY \$<br>(Per accident)<br>PROPERTY<br>DAMAGE \$        |
|           |                           |                    |                              |                               | ACTUAL LIMITS BELOW   |
| A         | PROFESSIONAL<br>LIABILITY | AHL-2896003        | 10/24/2006                   | 10/24/2007                    | 2,000,000/INCIDENT  |
|           | OCCUPATIONAL THERAPIST    |                    |                              |                               | 4,000,000 AGGREGATE   |

## DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS EVIDENCE OF INSURANCE

JULIA HARPER IS A COVERED PERSON UNDER THIS POLICY.

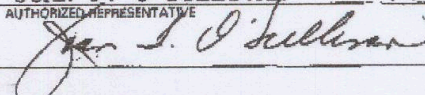
MEMORANDUM HOLDER  
TOWN OF DAVIE  
DENNIS ANDRESKI  
DAVIE, FL 33314

FAX: 954-450-4286

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO  
MAIL 30 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER NAMED TO  
THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION  
OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR  
REPRESENTATIVES.

JOAN F. O'SULLIVAN  
AUTHORIZED REPRESENTATIVE

04/06/07





**Rental Agreement #8390****Town of Davie**

6901 Orange Drive  
Davie, FL 33314  
(954)797-1145

**Name:** Julia Harper  
**Address:** 4620 Lupo Lane  
Southwest Ranches, FL 33330

**Contract Type:** Meeting Room Rental  
**Member Type:**

**Phone #:** (800) 899-8832

**Cell #:** (954) 829-8621

**E-Mail:**

**Number of Sessions:** 12

**Expected Attendance:** 36

**Contract Description:** Julia Harper-Robbins Rental Special Needs Camp - Non-Resident

**Booked By:**

**Set up Notes:** CNT

**Additional** Special Needs Camp - Special Fees \$150.00 per day + 6% Tax  
LIABILITY INSURANCE REQUIRED

**Booking Information:**

| Booking Reference                  | Facility     | Unit/Alias        | Date             | Time              | Booking Fee<br>(incl. applicable taxes) |
|------------------------------------|--------------|-------------------|------------------|-------------------|---|
| <b>Reserve Bookings*</b>           |              |                   |                  |                   |   |
| 25785                              | Robbins Park | Main Room & Patio | Sun Jul 29, 2007 | 9:00 am - 4:00 pm | \$159.00                                |
| 25785                              | Robbins Park | Main Room & Patio | Mon Jul 30, 2007 | 9:00 am - 4:00 pm | \$159.00                                |
| 25785                              | Robbins Park | Main Room & Patio | Tue Jul 31, 2007 | 9:00 am - 4:00 pm | \$159.00                                |
| 25785                              | Robbins Park | Main Room & Patio | Wed Aug 1, 2007  | 9:00 am - 4:00 pm | \$159.00                                |
| 25785                              | Robbins Park | Main Room & Patio | Thu Aug 2, 2007  | 9:00 am - 4:00 pm | \$159.00                                |
| 25785                              | Robbins Park | Main Room & Patio | Fri Aug 3, 2007  | 9:00 am - 4:00 pm | \$159.00                                |
| <b>Total Booking Fee For 25785</b> |              |                   |                  |                   | <b>\$954.00</b>                         |
| <b>Contract Booking Sub-Total:</b> |              |                   |                  |                   | <b>\$0.00</b>                           |

\* Reserve bookings are not calculated as part of the Contract Booking Sub-Total.

**Contract Type Information:**

Security/Clean Up Deposit \$500.00

**Legal Information:**

MEETING ROOM RENTAL PERMIT/INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT WAIVES LEGAL RIGHTS, PLEASE CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS

This agreement entered into on April 6, 2007 between JULIA HARPER, THERAPEUTIC

WHEREAS, party of the first part has requested party of the second part to provide use of the meeting room for benefit of party of the first part.

WHEREAS, party of the second part is agreeable to providing said facility, however, has required party of the first part to enter into this Hold Harmless and Indemnification Agreement to protect party of the second part against any and all claims from third persons resulting from the use by party of the first part of the facility.



NOW, THEREFORE, In consideration of the covenants and promises herein provided and for other good and valuable consideration, party of the first part does hereby indemnify and hold harmless party of the second part and its agents, officers, officials and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees in case it shall be necessary to defend any action arising from the use by the party of the first part of the facility including, but not limited to claims for bodily injury, illness, death or property damage. The indemnification provided for herein shall include acts of negligence and gross negligence on the part of the Town of Davie.

NO ALCOHOLIC BEVERAGES ARE PERMITTED ON TOWN PROPERTY.

NO EXCESSIVE NOISE OR MUSIC WILL BE ALLOWED AT THE PARKS.

PLEASE NOTE : Your reservation will be held for fourteen days after permit is issued (note above date). If payment and permit are not returned by this date, your reservation will be cancelled. There will be a \$50.00 Administrative fee charged if you cancel, change your date/time or for late arrival.

The Town of Davie reserves the right to cancel a permit with a 24 hour notice to the permit holder with the exception of emergencies and/or acts of God. The person and/or group retaining this permit has the right to ask any other person or group to vacate the said reserved facility during the time stated on the permit. Failure to vacate such premises will result in a police escort of non-permitted party of the said facility. Everyone is encouraged to have a happy, safe time in our facilities. The Davie Parks and Recreation Department reserves the right to dismiss or expel any person(s) from our programs or facilities for behavior that is detrimental to the programs and facilities or other clients. This includes, but is not limited to, conduct that constitutes safety hazards, physical abuse, mental abuse and failure to comply with Town rules and regulations.

I have received the park rules attached to this contract and understand them as they pertain to the activity of my group. I also understand that I am responsible for the actions of my group and that non-compliance with any of the park rules may result in revocation of permit, loss of cleanup / security deposit and refusal of any subsequent permit application for a period of time up to one year.

IN CASE OF AN EMERGENCY:

YOU MAY CALL OUR PARK RANGERS AT 954-275-8504, AND LEAVE A MESSAGE, THE RANGER WILL RETURN YOUR CALL.

Organization Name and Description of Activity: Special Needs Camp  
Equipment/activities/agreements needing approval: Liability Insurance Required  
Insurance /other special requirements required: x yes    no

Rental Fee \$ 954.00 (\$150 per day x 6 days + 6% Sales Tax)  
Deposit Fee \$ 500.00  
Total Due \$1454.00 Check # \_\_\_\_\_ Cash \_\_\_\_\_

Return to Parks & Recreation Department by: \_\_\_\_\_

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first above written.

**Contract Total Costs:**

Total Value for Contract \$0.00

\_\_\_\_\_  
Julia Harper

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Staff Signature

\_\_\_\_\_  
Date



**ROBBINS LODGE & ROBBINS PATIO LEASE AGREEMENT  
TOWN OF DAVIE, FLORIDA**

THIS AGREEMENT is made and entered into this **6th** day of **April, 2007** by and between the Town of Davie, Parks and Recreation Department, hereinafter called the Town, and herein after called Lessee, whose address is:

Julia Harper  
4620 Lupo Lane  
Southwest Ranches, FL 33330  
800-899-8832 / Cell 954-829-8621

WITNESSETH: That in consideration of the covenants and conditions herein expressed and of the faithful performance of the Lessee of all such covenants and conditions, the Town, does hereby demise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the following facilities:

**Robbins Lodge & Robbins Patio Contract #8390**

of the Robbins Open Space Park, located at 4005 Hiatus Road, Davie, Florida. Said facilities are to be used for the purpose of: **Special Needs Camp**

and for no other purpose without the written consent of the Town endorsed on this lease,

|                           |                   |         |
|---------------------------|-------------------|---------|
| Sunday, July 29, 2007     | 9:00 am – 4:00 pm | 7 hours |
| Monday, July 30, 2007     | 9:00 am – 4:00 pm | 7 hours |
| Tuesday, July 31, 2007    | 9:00 am – 4:00 pm | 7 hours |
| Wednesday, August 1, 2007 | 9:00 am – 4:00 pm | 7 hours |
| Thursday, August 2, 2007  | 9:00 am – 4:00 pm | 7 hours |
| Friday, August 3, 2007    | 9:00 am – 4:00 pm | 7 hours |

The Lessee agrees to pay the Town of Davie a non-refundable rental deposit of 50% of the applicable rental fee to secure the requested date(s). In the event the aforesated event does not occur on the scheduled date, the deposit shall become the property of the Town of Davie to be applied towards the liquidated damages provided for in paragraph 12 of this lease agreement. If the event proceeds at the scheduled time, the deposit will be applied to the rent. The Lessee agrees to pay the balance to the Town of Davie **fourteen days prior** to the scheduled event. A \$500.00 refundable security deposit is required fourteen days prior to the event.

The rental fee for this period:      \$954.00 (\$150.00 per day x 6 days + 6% sales tax)

Rental Fees:      \$954.00 Due by 07/13/07 Rec'd by \_\_\_\_\_ Date \_\_\_\_\_ Ck# \_\_\_\_\_

Clean Up/Security Deposit:      \$500.00 Due by 07/13/07 Rec'd by \_\_\_\_\_ Date \_\_\_\_\_ Ck# \_\_\_\_\_

1. Such rent is to be payable to the Town of Davie, Parks & Recreation Department, 6901 Orange Drive, Davie, Florida 33314. Method of payment: cash, cashiers check, money order or local personal/local company check.

2. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as on the date of the commencement of this lease, ordinary use and wear thereof only excepted.



2. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as on the date of the commencement of this lease, ordinary use and wear thereof only excepted.

3. Lessee shall comply with all laws of the United States and the State of Florida, all ordinances of the Town of Davie and all rules and requirements of the police and fire departments and/or other authorities of the Town of Davie. Lessee shall obtain all necessary permits and licenses and will not do or suffer to be done anything on said premises during the term of this lease in violation thereof. Lessee shall immediately desist from and correct or cause to be corrected any violation immediately upon notification thereof by the Town of Davie or its agents

4. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town of Davie upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to say premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee.

5. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, posters or cards of any description inside or in front of or on any part of said building.

6. Lessee shall not admit to said premises a larger number of persons than the capacity thereof as outlined in the operating procedures attached hereto and made a part hereof.

7. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject any objectionable person or persons from said building and property. The Lessee hereby waives any right and all claim for damages against the Town of Davie.

8. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the sole expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability whatsoever on the part of the Town.

9. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naptha, or gasoline for either mechanical or other purposes. Lessee shall not use any agent other than electricity for illuminating the demised premises.

10. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose. The decision of the Town with respect to these matters shall be final.

11. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall lessee sublease the premises in whole or in part.

12. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, no rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection therewith, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

13. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.

14. Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of the failure or impairment of the water supply system



drainage system, heating and cooling systems and electric systems, leading to or on the demised premises.

15. In case the said Robbins Lodge or any part thereof shall be destroyed or damaged by fire, water or any other cause, which is not the fault of the tenant, tenant's agents or invitees, or if any other casualty or unforeseen occurrence shall render the fulfillment of the lease by the Town impossible, including, without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon this lease shall terminate and Lessee shall pay rent for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

16. Lessee will not allow any alcoholic beverages on the leased premises.

17. Lessee shall provide liability insurance to the Town if required pursuant to the provisions of Resolution R-94-343, as amended by R-95-29, or as may be further amended from time to time. All policies submitted to the Town shall name the Town of Davie as an additional insured. The lessee shall be responsible to insure the appropriate behavior of all participants in their event and shall not permit drunkenness, disorderly or disruptive behavior. The Town reserves the right to dismiss or expel any person or persons exhibiting these behaviors or any actions detrimental to the Town or to the Town's facilities.

18. Any matters not herein expressly provided for shall be left to the sole discretion of the Town of Davie.

19. All terms and conditions of the written lease shall be binding upon the parties, their heirs, successors, representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

20. Whenever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail, addressed as follows:

To Lessor: Town of Davie, Parks and Recreation Department  
6901 Orange Drive  
Davie, Florida 33314  
(954) 797-1145

To Lessee: Julia Harper - TheraFeeds  
4620 Lupo Lane  
Southwest Ranches, FL 33330  
800-899-8832 / Cell 954-829-8621

21. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to the Town all the costs in connection therewith including, but not limited to, reasonable attorney's fees whether or not the action or actions precede to judgment.

22. Lessee understands and hereby specifically agrees that the Town does not furnish any staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.

23. The Robbins Lodge is a smoke free facility. No smoking or open flames are permitted in the building.

24. This lease agreement shall not be recorded among the public records of Broward County, Florida.

25. The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

26. Any claim, objection or dispute arising out of the terms of this lease agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

27. In any litigation between the parties hereto concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.

**I hereby understand and agree to the terms put forth in this Lease Agreement:**

**Today's Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Sign Name:** \_\_\_\_\_

**Davie Resident:** \_\_\_\_ yes \_\_\_\_ no

**Confirmation:** \_\_\_\_\_ (initials)

**For the Town of Davie:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**ROBBINS OPEN SPACE PARK  
OPERATING GUIDELINES FOR USE OF THE  
ROBBINS LODGE AND OUTDOOR PATIO AREA**

The Town of Davie Robbins Open Space Park is the site of the Robbins Lodge and the Town encourages utilization of these facilities by individuals and groups for gatherings and activities consistent with the character of the Open Space Park.

**GENERAL PROVISIONS**

The scheduling of events to be held at the Robbins Lodge shall be handled by the Town of Davie Parks & Recreation Department. This department can be reached at 954-797-1145. The use of these facilities shall be through a facility Lease Agreement which provides for a minimum usage timeframe and supplemental extensions at an established hourly rate. All activities including set-up and breakdown are to be included in the contract rental period. Rental fees do not include staff support for the set-up or breakdown of furnishings and equipment. During each event a Town of Davie recreation attendant will be on-site at all times. Robbins Lodge direct phone number is 943-423-5119, and will be answered during events only.

**Event Scheduling:**

The Parks & Recreation Department maintains a 12 month calendar of activities and will accept reservations for available dates within that 12 month period. Reservations will be held for 14 days to allow the Lessee an opportunity to make the 50% rental deposit, which shall be non-refundable. Failure to satisfy the deposit requirements within the required 14 day period will result in cancellation. In the event the Town of Davie is unable to accept a proposed lease application, the aforementioned reservation deposit will be refunded. Schedule changes will be accommodated within the 12 month activity calendar subject to availability and payment of a \$50 administration fee. Groups, individuals and organizations shall be limited to four (4) rentals within a 12 month period.

**Method of Payment:**

The final 50% payment is due a minimum of 14 days prior to the Lessee event day. Payments are accepted by cash, money order, Cashier's check or approved credit card.

**Operating Times:**

All activities and participation within the **Robbins Lodge** shall be limited to the hours of **8:00 am and 10:00 pm**, with final breakdown completed by **10:30 pm** daily. All activities and participation within the **Robbins Outdoor Patio Area** shall be limited to the hours of **8:00 am and 9:00 pm** daily. Activity hours shall include the set-up and breakdown for all activities.

**Security Deposit:**

The Town is committed to maintaining the highest standards of cleanliness and maintenance of the Robbins Lodge facilities. For all events, the Town will require a \$500 security deposit payable two weeks prior to the event day. This deposit is refundable two weeks after the event, providing the Robbins Lodge and its surrounding property is left in a clean, orderly fashion and free of damage. A walk-through before and after each event will determine if damage has occurred or if additional cleaning is needed.



**Tents:**

For your convenience, the Robbins Outdoor Patio area has preinstalled anchor points for a potential 25' X 55' or 25' X 35' outdoor tent. The Lessee is responsible for making arrangements with outside vendors for installation and removal. No additional tent anchoring stakes, pins or connections will be permitted beyond those currently provided. All tents and apparatus must be fire and safety rated for the intended use. Please note: A tent permit may be required. Please contact Parks & Recreation staff at 954 797-1147 for more information.

**Music and Entertainment:**

Music, entertainment and sound systems are permitted inside the Robbins Lodge facility and all decibel levels must be maintained at a reasonable level. The determination of reasonable and acceptable sound levels shall be at the sole discretion of the town. All activities within the Robbins Lodge facility shall at all times be maintained at a volume level which results in decibel levels measured at the property line consistent with the Town of Davie noise ordinance. Failure to adhere to standards shall be grounds for termination of the event without refund or redress. Electronic amplified music sound systems are not permitted in the Outdoor Patio Area. All activities in the Outdoor Patio Area shall be limited to a sound level which results in decibel levels measured at the property line consistent with the Town of Davie noise ordinance. Music on the Outdoor Patio Area will not be permitted after dusk.

**Safety Regulations:**

To ensure the maximum safety and enjoyment for all guests, we request that Lessees familiarize themselves with fire and safety regulations and follow these guidelines. Occupancy of the Robbins Lodge shall not exceed the auditorium design capacity of 110 guests and banquet seating capacity of 80 guests. Occupancy of the Outside Patio Area shall not exceed 110 guests. All entrances, exits, aisles and doors must remain cleared and unobstructed at all times. This is a smoke free facility and no smoking or open flames are permitted inside the premises.

**Tables and Chairs:**

For your convenience the Town provides on-site nine (9) 60" diameter round banquet tables, four (4) 6' long tables, and 110 upholstered stacking chairs. Tables and chairs are **not** permitted to be removed outside of the building. These furnishings are available to the Lessee with set-up and breakdown the responsibility of the Lessee.

**Dancing:**

Dancing is permitted in the designated dance floor area only.

**Decorations, Signs and Posters:**

The Lessee shall not conduct or permit any actions which may injure, mar or in any manner deface the Robbins Lodge or surrounding property. The Lessee shall not conduct or allow alterations of any kind to the building, facilities, or surrounding property. The use of confetti, rice, bird seed or glitter in the Robbins Lodge, facilities or surrounding properties shall not be permitted.

**Parking:**

Parking is permitted in designated areas only. Deliveries are permitted behind the Lodge.

**Food Service:** Food service is permitted in the Robbins Lodge and Outdoor Patio Area. The Robbins Lodge warming kitchen provides a stove, refrigerator and microwave oven. The Robbins Lodge Patio



Area provides a large outdoor barbecue and kitchen, with stove and refrigerator, together with restroom facilities. The Lessee may make private arrangements or secure the services of a commercial caterer of their choice. Commercial caterers must maintain a one million (\$1,000,000) general liability insurance policy for all activities. All kitchen areas, stove tops, counters, sinks and refrigerators must be cleaned after each use. All trash must be removed from the facility at the end of the event and properly stored in the containers provided by the Town.

**Alcoholic Beverages:**

Alcoholic beverages are not permitted.

**Ancillary Activities and Services:**

The sale or rental of items on the premises of the Robbins Lodge and Robbins Preserve will at all times be under the control of the Parks & Recreation Department. Lessee must have approval from the Parks & Recreation Department to sell or rent items. Such items must relate to the usage for which the building is rented.

The Parks & Recreation Department reserves the right to decline approval for the sale, rental or distribution of items inappropriate to this facility.

**GENERAL POLICIES**

**Obstruction:**

No portion of the sidewalks, entries, passages, or ways of access to the premises for the public shall be obstructed or caused to be obstructed by the Lessee, or caused or permitted to be used for any purpose other than ingress and egress to and from the premises. Storages closets and restrooms shall not be used for any purpose other than that for which they were constructed. Any damage resulting from or any misuse of any portion of the facility or equipment of the Robbins Lodge and Robbins Patio shall be paid for by the Lessee.

**Disorderly Behavior:**

The Town of Davie reserves the right to dismiss or expel any person or persons from our facilities for disorderly behavior that is detrimental to the Town or Town's facilities. This includes, but is not limited to, conduct that constitutes safety hazards, physical abuse, and failure to comply with Town rules and regulations. If you are dismissed or expelled from the facility, you will be denied future facility access. The term "disorderly behavior" shall include disorderly conduct, drunkenness, disruptive behavior, and violation of building policy, town, state or federal law, improper conduct of business or any event, or actions which would compromise the safety and or the enjoyment of others.

**Rental Access:**

The Town of Davie reserves the right to decline rental of the Robbins Lodge or Outdoor Patio Area for any event or activity inconsistent with the character of the Robbins Open Space Park or not in compliance with the operating guidelines or Lease Agreement.

**I have reviewed the operating guidelines for use of the Robbins Lodge and Outdoor Patio Area, and agree to the guidelines as stated above.**

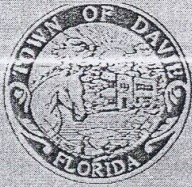
**SIGNATURE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_





PARKS AND RECREATION DEPARTMENT  
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399  
Phone: 954.797.1145 • Fax: 954.797.1148 • www.davie-fl.gov

TOWN OF DAVIE  
ROBBINS LODGE AND PATIO FACILITY PERMIT  
RULES & REGULATIONS

1. After the facility has been sufficiently checked, in the estimation of the park staff, and it has been determined that there has been no damage to park property, the deposit will be returned to the permit holder within a reasonable time. Failure to clean the facility properly, damage to park property, or violation of the park rules will result in the loss of the deposit. All deposits will be processed and mailed to the name and address listed on the original contract.
2. All vehicles must stay on paved roadways or in designated parking spots.
3. All dogs/pets must be on a leash no longer than six (6) feet in length and under the control of the owner. Dogs/pets are not permitted inside Robbins Lodge.
4. No excessive noise or music will be allowed at the parks.
5. The sale of any articles, food, or beverage to the general public without specific written approval from the Town of Davie Parks & Recreation Department is prohibited.
6. All catering agreements must be noted on the Lease Agreement.
7. Any equipment or activities brought into the park or meeting room by private vendor hired by the permit holder must be approved by the Town of Davie Parks & Recreation Department by a specific use permit as additional insured, so as to provide adequate coverage for the protection of the Town and its property.  
  
A general liability certificate of insurance stating the "Town of Davie as an additional insured certificate holder" for one million dollars must be provided two weeks prior to your scheduled event. Activities that require insurance in the amount of one million dollars shall include, but are not limited to bounce houses, inflatable slides, three in one inflatable activity centers, pony rides, and petting zoos. Activities NOT ALLOWED in Town facilities include, but are not limited to, water slides, slip and slides, inflatable pools, any activity that includes water, trackless trains, and rock climbing walls.
8. Any signs or banners to be posted at the site must have approval in writing by the Town of Davie Parks & Recreation Director or designee.
9. Your reservation will be held for fourteen days after the date on the front of the contract. If payment, signed permit, and signed rules and regulations are not returned by this date, your reservation will be automatically cancelled.
10. Please refer to your Robbins Lodge and Robbins Patio Lease Agreement and Operating Guidelines for Use of the Robbins Lodge and Outdoor Patio Area for additional information.

I understand that non-compliance with any of the above stated rules and regulations may result in the revocation of this permit, loss of clean-up security deposit and refusal of any subsequent permit applications for a period of time up to one year.

In Case of Emergency please contact the Park Ranger at 954-275-8504

Signature \_\_\_\_\_

Date \_\_\_\_\_

*"SMOKING POLICY" (Town Ordinance #2003-13): Smoking is limited to parking areas when in Town Parks conduct sport programs/events. Thank you for your cooperation.*

Revised 3/28/06



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** John A. George, Chief of Police (954) 693-8320  
**PREPARED BY:** Angela Rodgers  
**SUBJECT:** Resolution

**AFFECTED DISTRICT:** TOWN WIDE

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND G.C. WORKS, INC. FOR DEVELOPMENT AND CONSTRUCTION OF A FORENSIC CRIME PROCESSING AND STORAGE LABORATORY AT THE DAVIE POLICE DEPARTMENT.

**REPORT IN BRIEF:** The Town Council previously approved the selection of G.C. Work to construct a Forsenic Crime Processing and Storage Laboratory by Resolution R-2006-280. Staff negotiated a contract with G.C. Works as directed. Said contract is attached and presented for signature by the Mayor.

**PREVIOUS ACTIONS:** Resolution R-2006-280

**CONCURRENCES:** The contract has been reviewed by the Interim Town Attorney's Office and comments have been incorporated.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$120,975.00

Account Name: Police Department Impact Fees 030-3505-521-6202

**RECOMMENDATION(S):**

**Attachment(s):** Resolution  
Contract  
Performance Bond

Attorney's Email

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND G.C. WORKS, INC. FOR DEVELOPMENT AND CONSTRUCTION OF A FORENSIC CRIME PROCESSING AND STORAGE LABORATORY AT THE DAVIE POLICE DEPARTMENT.

WHEREAS, Town Council has previously approved the selection of G.C. Works, Inc. for the construction of a forensic laboratory for processing and storage of evidence; and

WHEREAS, Staff negotiated a contract with G.C. Works, Inc.; and

WHEREAS, after review, the Mayor wishes to execute an agreement between the Town of Davie and G.C. Works, Inc. for the construction of the Police Department's forensic laboratory.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the Mayor to execute an agreement between the Town of Davie and G.C. Works, Inc. for the development and construction of a forensic crime processing and storage laboratory.

SECTION 2. The Town Council hereby authorizes the expenditure in the amount of \$120,975.00 from the Police Department Impact Fees Account 030-3505-521-6202.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

# AIA® Document A141™ – 2004

## ***Standard Form of Agreement Between Owner and Design-Builder***

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_  
(In words, indicate day, month and year)

**BETWEEN** the Owner:  
(Name, address and other information)

Town of Davie, Governmental Agency  
6591 Orange Drive  
Davie, Florida 33314-3999  
Telephone Number: (954) 797-1016

and the Design-Builder:  
(Name, address and other information)

GC Works, Inc., Subchapter S Corporation  
20283 State Road 7  
Suite 300  
Boca Raton, FL 33498  
Telephone Number: (561) 807-6400  
Fax Number: (561) 807-6401

For the following Project:  
(Name, location and detailed description)

Davie Crime Lab  
Davie Police Station  
Conversion of an existing office space on the ground floor of the Davie Police Station into a Crime Lab. Also included is increased ventilation to the Amory, Blood Drying Room and Narcotics Storage Room.

The Owner and Design-Builder agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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**User Notes:**

(1125890667)

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## TABLE OF ARTICLES

- 1 THE DESIGN-BUILD DOCUMENTS
- 2 WORK OF THIS AGREEMENT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 MISCELLANEOUS PROVISIONS
- 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

## TABLE OF EXHIBITS

- A INSURANCE AND BONDS

*(Paragraphs deleted)*

### ARTICLE 1 THE DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement"). The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

§ 1.2 The Design-Build Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

### ARTICLE 2 THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of Work, the Owner requires time to file mortgages, documents related to mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

*(Insert Owner's time requirements.)*

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75 Days from receipt of Building Permit

**§ 3.2** The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

\$100 per day for liquidated damages.

**§ 3.3** The Design-Builder shall achieve Substantial Completion of the Work not later than 75 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Design-Build Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

*(Rows deleted)*

#### **ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

☒ [ X ] Stipulated Sum in accordance with Section 4.2 below;

☐ [ ] Cost of the Work Plus Design-Builder's Fee in accordance with Section 4.3 below;

☐ [ ] Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

*(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)*

#### **§ 4.2 STIPULATED SUM**

**§ 4.2.1** The Stipulated Sum shall be One Hundred Twenty Six Thousand Dollars and Zero Cents ( \$126,000 ), subject to additions and deductions as provided in the Design-Build Documents.

*(Paragraphs & rows deleted)*

#### **ARTICLE 5 PAYMENTS**

##### **§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** Provided that an Application for Payment is received not later than the Twenty-fifth day of month, the Owner shall make payment to the Design-Builder not later than the day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Owner receives the Application for Payment.

**§ 5.1.4 Not Used.**

**§ 5.1.5** With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. Where the Contract

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Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 PROGRESS PAYMENTS - STIPULATED SUM

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10.00% ) on the Work, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10.00% );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld payment from or nullified an Application for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.2.3 The progress payment amount determined in accordance with Section 5.2.2 shall be further modified under the following circumstances:

- .1 add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section A.9.8.6 of Exhibit A, Terms and Conditions requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section A.9.10.3 of Exhibit A, Terms and Conditions.

§ 5.2.4 Reduction or limitation of retainage, if any, under Section 5.2.2 shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.2.2.1 and 5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert here provisions for such reduction or limitation.)

§ 5.3 Not Used

§ 5.4 Not Used

#### § 5.5 FINAL PAYMENT

§ 5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 days after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

#### ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement or performance of Work under this Agreement, the Owner and the Design-Builder agree to first try in good faith to settle the dispute by negotiations between the Designated Representatives of the Owner and the Design-Builder and the senior management of the Parties.

§ 6.2 If such negotiations are unsuccessful, the Owner and the Design-Builder agreed to attempt to settle the dispute through good faith mediation presided over by a mutually agreed upon mediator.

§ 6.3 If the parties do not resolve their dispute through mediation, the dispute shall be submitted to an arbitrator mutually agreed to by the parties. If agreement is not reached on the appointment of an arbitrator, either party may submit to the American Arbitration Association for appointment. The decision of the arbitrator shall be binding.

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

*(Paragraph deleted)*

§ 7.1 The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

*(Insert name, address, license number, relationship to Design-Builder and other information.)*

| Name and Address  | License Number | Relationship to Design-Builder | Other Information |
|---|----------------|--------------------------------|-------------------|
| CPZ Architects, Inc.<br>4316 West Broward<br>Boulevard, Plantation,<br>FL 33317 | AA #26000685   | Architect                      |                   |

#### § 7.2 Insurance

*(Paragraph deleted)*

§ 7.2.1 Design-Builder shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the Design-Builder allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

*(Paragraph deleted)*

§ 7.2.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

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(Paragraph deleted)

**§7.2.3** Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Design-Builder shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. The Design-Builder shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Design-Builder shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

**§7.2.4 REQUIRED INSURANCE**

(Paragraph deleted)

**§7.2.4.1** Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

**A. Bodily Injury**

(Paragraph deleted)

|    |                 |             |
|----|-----------------|-------------|
| 1. | Each Occurrence | \$1,000,000 |
|----|-----------------|-------------|

(Paragraph deleted)

|    |                  |           |
|----|------------------|-----------|
| 2. | Annual Aggregate | 1,000,000 |
|----|------------------|-----------|

(Paragraph deleted)

**B. Property Damage**

(Paragraph deleted)

|    |                 |           |
|----|-----------------|-----------|
| 1. | Each Occurrence | 1,000,000 |
|----|-----------------|-----------|

(Paragraph deleted)

|    |                  |           |
|----|------------------|-----------|
| 2. | Annual Aggregate | 1,000,000 |
|----|------------------|-----------|

(Paragraph deleted)

**C. Personal Injury**

(Paragraph deleted)

(Paragraph deleted)

|    |                  |           |
|----|------------------|-----------|
| 1. | Annual Aggregate | 1,000,000 |
|----|------------------|-----------|

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User Notes:

(1125890667)

(Paragraph deleted)

- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

**§7.2.4.2** Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, Design-Builder shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by Design-Builder. The following limits must be maintained:

|    |                       |   |
|----|-----------------------|---|
| A. | Worker's Compensation | Statutory   |
| B. | Employer's Liability  | \$100,000 each accident<br>\$500,000 Disease-policy limit |

(Paragraph deleted)

\$100,000Disease-each employee

(Paragraph deleted)

(Paragraphs & rows deleted)

If Design-Builder claims to be exempt from this requirement, Design-Builder shall provide TOWN proof of such exemption along with a written request for TOWN to exempt Design-Builder, written on Design-Builder letterhead.

**§7.2.5** Design-Builder shall name the TOWN as an additional insured on each of the policies required herein and shall hold the TOWN harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

**§7.2.6** Any insurance required of Design-Builder pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Design-Builder and provided proof of such coverage is provided to TOWN. The Design-Builder and any subcontractors shall maintain such policies during the term of this Agreement.

### **§7.3 BOND**

(Paragraph deleted)

**7.3.1.** The Design-Builder shall execute the "Performance Bond" attached hereto as Exhibit "A" within ten (10) days of the execution of this Agreement and comply with the provisions of the Performance Bond and Section 255.05, Florida Statutes.

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§ 7.4 The Owner's Designated Representative is:  
(Insert name, address and other information.)

Captain Brad Carney  
Davie, Florida 33314-3999  
brad\_carney@davie-fl.gov

§ 7.4.1 The Owner's Designated Representative identified above shall be authorized to act on the Owner's behalf with respect to the Project.

§ 7.5 The Design-Builder's Designated Representative is:  
(Insert name, address and other information.)

Mr. David L. Padron  
20283 State Road 7  
Suite 300  
Boca Raton, FL 33498  
Mobile Number: (561) 281-5119  
dpadron@gcworks.net

§ 7.5.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.6 Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Not Used

(Paragraphs deleted)

(Paragraphs deleted)

#### ARTICLE 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: Drawing Sheets A1, A2, M1,M2,E1, E2, E3, P1 and P2 dated 9-25-06.

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141-2004.

(Paragraphs & rows deleted)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Design-Builder and one to the Owner.

\_\_\_\_\_  
OWNER (Signature)

Mayor Tom Truex

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
DESIGN-BUILDER (Signature)

Mr. David L. Padron, Vice President of  
Operations

\_\_\_\_\_  
(Printed name and title)

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### **PAGE 1**

Town of Davie, Governmental Agency  
6591 Orange Drive  
Davie, Florida 33314-3999  
Telephone Number: (954) 797-1016

...

GC Works, Inc., Subchapter S Corporation  
20283 State Road 7  
Suite 300  
Boca Raton, FL 33498  
Telephone Number: (561) 807-6400  
Fax Number: (561) 807-6401

...

Davie Crime Lab  
Davie Police Station  
Conversion of an existing office space on the ground floor of the Davie Police Station into a Crime Lab. Also  
included is increased ventilation to the Amory, Blood Drying Room and Narcotics Storage Room.

### **PAGE 2**

#### **A TERMS AND CONDITIONS**

#### **B DETERMINATION OF THE COST OF THE WORK**

#### **C INSURANCE AND BONDS**

...

**§ 1.1** The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits; ~~Supplementary and other Conditions; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement.~~ "Agreement"). The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

### **PAGE 3**

75 Days from receipt of Building Permit

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...  
\$100 per day for liquidated damages.

...  
§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than 75 days from the date of commencement, or as follows:

...

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

...

[ ☒ ] Stipulated Sum in accordance with Section 4.2 below;

...

§ 4.2.1 The Stipulated Sum shall be One Hundred Twenty Six Thousand Dollars and Zero Cents ( \$126,000 ), subject to additions and deductions as provided in the Design-Build Documents.

§ 4.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

§ 4.2.3 Unit prices, if any, are as follows:

| Description | Units | Price (\$ 0.00) |
|-------------|-------|-----------------|
|-------------|-------|-----------------|

§ 4.2.4 Allowances, if any, are as follows:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)*

| Allowance | Amount (\$ 0.00) | Included Items |
|-----------|------------------|----------------|
|-----------|------------------|----------------|

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

#### § 4.3 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE

§ 4.3.1 The Cost of the Work is as defined in Exhibit B.

§ 4.3.2 The Design-Builder's Fee is:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)*

#### § 4.4 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, plus the Design-Builder's Fee.

§ 4.4.2 The Design-Builder's Fee is:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)*

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**§ 4.4.3 GUARANTEED MAXIMUM PRICE**

**§ 4.4.3.1** The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (—), subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

*(Insert specific provisions if the Design-Builder is to participate in any savings.)*

**§ 4.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

**§ 4.4.3.3** Unit Prices, if any, are as follows:

| Description | Units | Price (\$ 0.00) |
|-------------|-------|-----------------|
|-------------|-------|-----------------|

**§ 4.4.3.4** Allowances, if any, are as follows:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

| Allowance | Amount (\$ 0.00) | Included Items |
|-----------|------------------|----------------|
|-----------|------------------|----------------|

**§ 4.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based, are as follows:

*(Identify the assumptions on which the Guaranteed Maximum Price is based.)*

**§ 4.5 CHANGES IN THE WORK**

**§ 4.5.1** Adjustments of the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article A.7 of Exhibit A, Terms and Conditions.

**§ 4.5.2** Where the Contract Sum is the Cost of the Work, with or without a Guaranteed Maximum Price, and no specific provision is made in Sections 4.3.2 or 4.4.2 for adjustment of the Design-Builder's Fee in the case of Changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment will cause substantial inequity to the Owner or Design-Builder, the Design-Builder's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Contract Sum shall be adjusted accordingly.

...

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, month, or as follows:

...

**§ 5.1.3** Provided that an Application for Payment is received not later than the Twenty-fifth day of month, the Owner shall make payment to the Design-Builder not later than the    day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.

...

**§ 5.1.4** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal

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or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment. Not Used.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10.00% ) on the Work, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10.00% );

PAGE 5

**§ 5.3 PROGRESS PAYMENTS – COST OF THE WORK PLUS A FEE** § 5.3 Not Used

**5.4** Not Used

**5.5 FINAL PAYMENT**

**§ 5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 days after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1** If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement or performance of Work under this Agreement, the Owner and the Design-Builder agree to first try in good faith to settle the dispute by negotiations between the Designated Representatives of the Owner and the Design-Builder and the senior management of the Parties.

**§ 6.2** If such negotiations are unsuccessful, the Owner and the Design-Builder agreed to attempt to settle the dispute through good faith mediation presided over by a mutually agreed upon mediator.

**§ 6.3** If the parties do not resolve their dispute through mediation, the dispute shall be submitted to an arbitrator mutually agreed to by the parties. If agreement is not reached on the appointment of an arbitrator, either party may submit to the American Arbitration Association for appointment. The decision of the arbitrator shall be binding.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 5.3.1** Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

**§ 7.1** The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

*(Insert name, address, license number, relationship to Design-Builder and other information.)*

| <u>Name and Address</u>                   | <u>License Number</u> | <u>Relationship to Design-Builder</u> | <u>Other Information</u> |
|---|-----------------------|---------------------------------------|--------------------------|
| CPZ Architects, Inc.<br>4316 West Broward | AA #26000685          | Architect                             |                          |

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Boulevard, Plantation,  
FL 33317

§7.2 Insurance

§5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~4~~ Take the Cost of the Work as described in Exhibit B; §7.2.1 Design-Builder shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the Design-Builder allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.
- ...
- ~~2~~ Add the Design-Builder's Fee, less retainage of (—). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section 5.3.2.1 at the rate stated in Section 4.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the preceding section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~3~~ Subtract the aggregate of previous payments made by the Owner;
- ~~4~~ Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5.1.4 or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- ~~5~~ Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate for Payment as provided in the Section A.9.5 of Exhibit A, Terms and Conditions.
- ...

§7.2.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five (45) days prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

PAGE 6

§5.3.3 Retainage in addition to the retainage stated at Section 5.3.2.2, if any, shall be as follows:

...

§7.2.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Design-Builder shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. The Design-Builder shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Design-Builder shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

...

§7.2.4 REQUIRED INSURANCE

§5.3.4 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than (—). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

§7.2.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations,

products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

...  
A. Bodily Injury ~~§ 5.4~~ **PROGRESS PAYMENTS-  
COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE**

**§ 5.4.1** Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design Builder on account of that portion of the Work for which the Design Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

- |   |  |
|---|--|
| 1. Each Occurrence  | \$1,000,000 <del>§ 5.4.2</del> Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:  |
| <del>1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;</del>               |  |
| <del>2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;</del>   |  |
| <del>3. Add the Design Builder's Fee, less retainage of ( ). The Design Builder's Fee shall be computed upon the Cost of the Work described in the two preceding sections at the rate stated in Section 4.4.2 or, if the Design Builder's Fee is stated as a fixed sum in that section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work in the two preceding sections bears to a reasonable estimate of the probable Cost of the Work upon its completion;</del> |  |
| <del>4. Subtract the aggregate of previous payments made by the Owner;</del>  |  |
| 2. Annual Aggregate   | 1,000,000 <del>5</del> Subtract the shortfall, if any, indicated by the Design Builder in the documentation required by Section 5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and |
| <del>6. Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.</del>  |  |

...  
B. Property Damage ~~§ 5.4.3~~ Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design Builder, shall be subject to retainage of not less than ( ). The Owner and Design Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

- |   |   |
|---|---|
| 1. Each Occurrence  | 1,000,000 <del>§ 5.5</del> <b>FINAL PAYMENT</b> |
| <b>§ 5.5.1</b> Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design Builder no later than 30 days after the Design Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment. |   |

|  |  |
|--|--|
| 2. Annual Aggregate  |  |
| <b>1,000,000 ARTICLE 6 - DISPUTE RESOLUTION</b>  |  |
| <b>§ 6.1</b> The parties appoint the following individual to serve as a Neutral pursuant to Section A.4.2 of Exhibit A, Terms and Conditions:  |  |
| <i>(Insert the name, address and other information of the individual to serve as a Neutral. If the parties do not select a Neutral, then the provisions of Section A.4.2.2 of Exhibit A, Terms and Conditions, shall apply.)</i> |  |

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C. Personal Injury **§ 6.2** If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following:  
(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.)  
(Check one.)

☐ Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions  
1. Annual Aggregate 1,000,000

PAGE 7

☐ Litigation in a court of competent jurisdiction

...  
D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.

☐ Other (Specify) E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

...  
**§7.2.4.2** Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, Design-Builder shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by Design-Builder. The following limits must be maintained:

A. Worker's Compensation Statutory  
B. Employer's Liability \$100,000 each accident  
\$500,000 Disease-policy limit **§ 6.3**

#### ARBITRATION

**§ 6.3.1** If Arbitration is selected by the parties as the method of binding dispute resolution, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration as provided in Section A.4.4 of Exhibit A, Terms and Conditions.

\$100,000 Disease each

#### employee ARTICLE 7 - MISCELLANEOUS PROVISIONS

**§ 7.1** The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

(Insert name, address, license number, relationship to Design-Builder and other information.)

| Name and Address | License Number | Relationship to Design-Builder | Other Information |
|------------------|----------------|--------------------------------|-------------------|
|------------------|----------------|--------------------------------|-------------------|

...  
If Design-Builder claims to be exempt from this requirement, Design-Builder shall provide TOWN proof of such exemption along with a written request for TOWN **§ 7.2** Consultants, if any, engaged directly by the Owner, their professions and responsibilities are listed below:

(Insert name, address, license number, if applicable, and responsibilities to Owner and other information.)

exempt Design-Builder, written on Design-Builder letterhead.

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§7.2.5 Design-Builder shall name the TOWN as an additional insured on each of the policies required herein and shall hold the TOWN harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

§7.2.6 Any insurance required of Design-Builder pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Design-Builder and provided proof of such coverage is provided to TOWN. The Design-Builder and any subcontractors shall maintain such policies during the term of this Agreement.

...

**§7.3 BOND**

| <b>Name and Address</b> | <b>License Number</b> | <b>Responsibilities to Owner</b> | <b>Other Information</b> |
|-------------------------|-----------------------|----------------------------------|--------------------------|
|-------------------------|-----------------------|----------------------------------|--------------------------|

§ 7.3 Separate contractors, if any, engaged directly by the Owner, their trades and responsibilities are listed below:  
(Insert name, address, license number, if applicable, responsibilities to Owner and other information.)

...

| <b>Name and Address</b> | <b>License Number</b> | <b>Responsibilities to Owner</b> | <b>Other Information</b> |
|-------------------------|-----------------------|----------------------------------|--------------------------|
|-------------------------|-----------------------|----------------------------------|--------------------------|

7.3.1. The Design-Builder shall execute the "Performance Bond" attached hereto as Exhibit "A" within ten (10) days of the execution of this Agreement and comply with the provisions of the Performance Bond and Section 255.05, Florida Statutes.

**PAGE 8**

Captain Brad Carney  
Davie, Florida 33314-3999  
brad\_carney@davie-fl.gov

...

Mr. David L. Padron  
20283 State Road 7  
Suite 300  
Boca Raton, FL 33498  
Mobile Number: (561) 281-5119  
dpadron@gcworks.net

...

**§ 7.7 Not Used**~~Other provisions:~~

~~§ 7.7.1 Where reference is made in this Agreement to a provision of another Design-Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design-Build Documents.~~

~~§ 7.7.2 Payments due and unpaid under the Design-Build Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~  
~~(Insert rate of interest agreed upon, if any.)~~

~~-( )~~

...

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*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Design-Builder's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

...  
§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: Drawing Sheets A1, A2, M1, M2, E1, E2, E3, P1 and P2 dated 9-25-06.

...  
§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:  
*(Either list applicable documents below or refer to an exhibit attached to this Agreement.)*

| Document | Title | Pages |
|----------|-------|-------|
|----------|-------|-------|

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the Owner, consist of the following:  
*(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)*

| Title | Date |
|-------|------|
|-------|------|

§ 8.1.4 The Design-Builder's Proposal, dated —, consists of the following:  
*(Either list applicable documents below or refer to an exhibit attached to this Agreement.)*

§ 8.1.5 Amendments to the Design-Builder's Proposal, if any, are as follows:  
*(Either list applicable documents below or refer to an exhibit attached to this Agreement.)*

§ 8.1.6 The Addenda, if any, are as follows:  
*(Either list applicable documents below or refer to an exhibit attached to this Agreement.)*

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

§ 8.1.7 Exhibit A, Terms and Conditions.  
*(If the parties agree to substitute terms and conditions other than those contained in AIA Document A141-2004, Exhibit A, Terms and Conditions, then identify such terms and conditions and attach to this Agreement as Exhibit A.)*

§ 8.1.8 Exhibit B, Determination of the Cost of the Work, if applicable.  
*(If the parties agree to substitute a method to determine the cost of the Work other than that contained in AIA Document A141-2004, Exhibit B, Determination of the Cost of the Work, then identify such other method to determine the cost of the Work and attach to this Agreement as Exhibit B. If the Contract Sum is a Stipulated Sum, then Exhibit B is not applicable.)*

§ 8.1.9 Exhibit C, Insurance and Bonds, if applicable.  
*(Complete AIA Document A141-2004, Exhibit C, Insurance and Bonds or indicate "not applicable.")*

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**§ 8.1.10** Other documents, if any, forming part of the Design-Build Documents are as follows:  
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

...  
Mayor Tom Truex

Mr. David L. Padron, Vice President of  
Operations

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10

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Chris P. Zimmerman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:24:53 on 03/13/2007 under Order No. 1000269091\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2004 - Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

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**User Notes:**

(1125890667)

**EXHIBIT "A"**  
**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

BY THIS BOND, We **GC WORKS, INC., SUBCHAPTER S CORPORATION**, as Principal referred to in this Bond as "Design-Builder" and \_\_\_\_\_, a corporation, as "Surety", represent that we are bound to the **TOWN OF DAVIE**, a municipal corporation of the State of Florida ("Town"), in the sum of \$ \_\_\_\_\_ for the payment of which to be made to the Town, we, hereby, bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Design-Builder:

1. Performs the contract dated \_\_\_\_\_, between Design-Builder and the Town for the construction of a Crime Lab at the Town of Davie Police Station, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Shall in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract; and
3. Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Design-Builder with labor, materials, or supplies, used directly or indirectly by Design-Builder in the prosecution of the work provided for in the contract; and
4. Indemnify and hold harmless the Town against and for payments of any and all losses, damages, expenses, costs, suit, acts of every nature and attorney's fees, including appellate proceedings, in connection with the work, or arising out of any act, neglect or omission of the Design-Builder or its agents, sub-contractors or employees with relating to the work; and
5. Pay all costs accruing if the contract in cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the Design-Builder, that Town sustains because of a default by Design-Builder under the contract; and
6. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Page 1 of 2

C:\Documents and Settings\Chris.LOCAL\Desktop\DAVIE CRIME LAB - PERFORMANCE BOND.doc

IN WITNESS WHEREOF, the above "Design-Builder" has signed this Agreement, "Public Construction Bond", and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and corporate seal, affixed this \_\_\_\_ day of March, 2007.

Signed, sealed and delivered in the presence of:     **DESIGN-BUILDER:**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Print Name and Title

**SURETY:**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Local Agent

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Print Name and Title



"Jamila Alexander"  
<jalexander@cityatty.com>  
03/13/2007 11:55 AM

To <Brad\_Carney@davie-fl.gov>  
cc "Jim Cherof" <jcherof@cityatty.com>  
bcc

Subject RE: Davie/Contract for the Crime Lab at PD

History: This message has been forwarded.

Capt. Carney:

Good morning. I am in receipt of your e-mail from this past Friday attaching the draft contract incorporating my suggested changes. First I would like to apologize for the slight delay in responding to you. Nevertheless, upon review of the contract, every thing now appears to be satisfactory as to legal form.

Should you have any questions, please feel free to contact me.

Thanks,  
Jamila

*Jamila V. Alexander, Esq .*

Goren, Cherof, Doody & Ezrol, P.A.  
3099 E. Commercial Blvd., Suite 200  
Ft. Lauderdale, FL 33308  
(954) 771-4500 fax: (954) 771-4923  
Palm Beach County: (561) 276-9400  
[jalexander@cityatty.com](mailto:jalexander@cityatty.com)

This e-mail and any files transmitted with it are confidential and intended solely for the individual or entity to whom they are addressed. If you have received this e-mail in error, please notify the sender by return e-mail. Thank you.

**From:** Brad\_Carney@davie-fl.gov [mailto:Brad\_Carney@davie-fl.gov]  
**Sent:** Friday, March 09, 2007 2:37 PM  
**To:** Jamila Alexander  
**Cc:** Denise Keyes  
**Subject:** Fw: Davie/Contract for the Crime Lab at PD

Jamila, here is a draft with the the changes you recomended. Please review and return. Note do to the addition of the performance bond there was a change in the overall contract amount to 126,000. Please let me know. Thanks!



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Will Allen/ 797-2093  
**PREPARED BY:** Will Allen  
**SUBJECT:** Ratification of Lease For CRA Office

**AFFECTED DISTRICT:** District 1

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE ACTION OF THE DAVIE COMMUNITY REDEVELOPMENT AGENCY TO ENTER INTO AN AGREEMENT WITH 95 WHSE, INC. TO LEASE OFFICE SPACE AT 3921 SW 47 AVENUE, #1008

**REPORT IN BRIEF:** The CRA Board approved a lease between the CRA and 95 WHSE, Inc. at their meeting of March 26, 2007. The basic lease is \$1700.56 per month for 1725 sq. ft. of office area. The CRA Board was previously contemplating renovating the structure at 6501 Orange Drive but the costs of renovation were seen as too high for the time period that the CRA would be staying at this location. CRA staff investigated the potential for leasing space within the CRA district and found a very good rate within the New Town Commerce Center. The proposed lease is for two years with an option to extend the lease for an additional two years. It should be noted that there is sufficient room at the proposed location to allow other Town offices currently located in Suite B of 4700 Davie Road to be included in the move.

**PREVIOUS ACTIONS:**

**CONCURRENCES:** The CRA Board approved the lease on March 26, 2007.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 1700.56/ month or \$20,406.72 per year.

Account Name: Rentals and Leases, 010-0405-515-0440

**RECOMMENDATION(S):** Motion to approve the Resolution.

**Attachment(s):** Resolution  
Lease For 3921 SW 47 Ave., #1008



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE ACTION OF THE DAVIE COMMUNITY REDEVELOPMENT AGENCY TO ENTER INTO AN AGREEMENT WITH 95 WHSE, INC. TO LEASE OFFICE SPACE AT 3921 SW 47 AVENUE, #1008

WHEREAS, the Town Council of the Town of Davie created the Davie Community Redevelopment Agency (CRA) pursuant to Ordinance 88-23 adopted on May 5, 1988; and

WHEREAS, pursuant to Ordinance 92-24, the Town Council delegated to the CRA the power to make and execute contracts and other instruments necessary or convenient to the carrying out of community redevelopment projects and related activities within its area of operations; and

WHEREAS, the Davie Community Redevelopment Agency offices are currently located at 4700 Davie Road, Suite C and the current lease has expired and the office is being relocated to permit other services to be located at this location; and

WHEREAS, the CRA Board authorized entering into a lease agreement with 95 WHSE, Inc. to lease office space at 3921 SW 47 Avenue, #1008 in Davie, subject to the review and approval of CRA Counsel at their meeting of March 26, 2007; and

WHEREAS, CRA legal counsel has reviewed the proposed lease on behalf of the CRA and indicates the terms are acceptable for the CRA.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby ratify the action of the Davie Community Redevelopment Agency to enter into an agreement with 95 WHSE, Inc. to lease office space at 3921 SW 47 Avenue, #1008.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

## **LEASE**

**THIS LEASE**, ("Lease") dated as of this \_\_\_\_\_ day of **April, 2007**, is made by and between **95 WHSE, Inc.**, (hereinafter referred to as "Landlord"), and **Davie Community Redevelopment Agency** (hereinafter referred to as "Tenant").

**Landlord and Tenant**, in consideration of the following mutual covenants, have agreed:

**1. DEMISE.** Landlord does lease to Tenant, and Tenant does lease from Landlord, the real property and improvements described as **1725** square feet, more or less, located as shown on the attached Exhibit "A" ("Premises") with an address of **3921 SW 47<sup>th</sup> Avenue, #1008, Davie, Florida 33314** within the property known as **95 WHSE, Inc.**, (the "Property"). Reference to square footage of the Leased Premises is approximated. Terms and conditions of this lease shall not be modified or affected if actual square footage differs from the approximated square footage.

As an appurtenance to the Premises, Landlord grants to Tenant a nonexclusive license to use, in common with others, all areas within the Property designated by Landlord as Common Facilities.

The Premises shall be used and occupied by Tenant solely as Office/Warehouse. Tenant shall be solely responsible to determine if the intended use complies with all governmental laws and regulations. Landlord, by execution of this Lease or otherwise, makes no representation that the intended use complies with governmental regulations.

The Leased Premises consists of approximately square feet of 1725 office space and approximately **0** square feet of warehouse space for a total of 1725 square feet.

**2. TERM.** The Term of this Lease shall be for a period of Two (2) years, beginning **June 1, 2007** ("Commencement Date") and ending **May 31, 2009** ("Termination Date"). If this Lease is executed before the Premises becomes available, if any present Tenant or occupant of the Premises holds over, or Landlord cannot deliver possession of the Premises on/or prior to the Commencement Date of this lease Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to deliver the same and the Commencement Date and B.R. periods in paragraph five (5) shall be adjusted forward accordingly. Provided that tenant is not in default of this Lease, Tenant shall be granted one (1) option to renew this lease for the period of two (2) years at 4% annual increases. Tenant must exercise said option by notifying Landlord of its intent at least 90 days prior to the expiration of the existing term.

**3. LANDLORD CONTROL OF COMMON AREAS:** All common areas provided by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Landlord and Landlord may do and perform such acts in the areas as, in its good business judgment, it deems to be advisable.

**4. DELIVERY OF PREMISES:** Landlord has constructed the Premises prior to execution of this Lease and Tenant certifies that it has inspected the Premises and accepts it as is unless specifically set out to the contrary in Exhibit "C" attached hereto. Tenant shall not perform any work and/or improvements to the Premises without Landlord's written approval. Any Tenant work or improvement shall be performed in accordance with Exhibit "D" hereto and shall comply with all governmental rules, regulations and requirements. Landlord reserves the right to make repairs, alterations and/or additions to the Premises or Property as it reasonably believes to be necessary and proper.

5. **BASE RENT.** Tenant agrees to pay Landlord the following amounts as the Base Rent for the Premises:

| Period         | Annual Rent Per<br>Rentable Square Foot | Total Annual<br>Base Rent | Monthly<br>Base Rent |
|----------------|---|---------------------------|----------------------|
| 4/1/07-3/31/08 | \$11.83                                 | \$20,406.75               | \$1,700.56           |
| 4/1/08-3/31/09 | \$12.30                                 | \$21,217.50               | \$1,768.13           |

Base Rent, plus all applicable sales, excise and use taxes imposed thereon, shall be payable in consecutive monthly installments, in advance, without demand, on the first day of each and every month during the term of this Lease. Tenant shall pay the Base Rent without deduction, diminution or set-off. If the Lease Commencement Date is on a date other than the first of any month, Tenant shall pay the applicable prorata share of the first and last calendar month of the Lease Term and otherwise shall pay monthly base rent on the 1<sup>st</sup> of each month.

If possession of the Premises is delivered to Tenant prior to the Commencement Date, Tenant shall pay a pro-rata amount of rent for such period and otherwise comply with the terms of the Lease.

All rent shall be payable to Landlord at the address set forth in this Lease, unless Landlord directs otherwise in writing. Any installment of rent not received within five days of its due date shall be subject to a late charge of five percent (5%).

Upon execution of this Lease, Tenant shall pay to Landlord, the sum of \$1700.56 constituting the first month's rent.

This Lease Agreement is subject to the availability of funds and an annual appropriation in the budget of the Tenant for payment of rent hereunder. The parties acknowledge that as a governmental entity the Tenant is not subject to the payment of Sales and Use Tax to the State of Florida and, accordingly, no sales or use tax will be collected by the Landlord.

6. **ADDITIONAL RENT.** In order to give Landlord a lien of equal priority with Landlord's lien for rent, any and all sums of money or charges required to be paid by Tenant under this Lease, whether or not so designated, shall be considered Additional Rent, payable when billed or otherwise required under this Lease.

7. **OPERATING COSTS.** In addition to the Base Rent and other charges specified in this Lease, for each calendar year, Tenant agrees to pay Landlord, Tenant's proportionate share of the operating costs of the Property, common areas and of the building within which the Premises are located less the base amount. For purposes of this provision, the operating costs shall include but not be limited to water, sewer, common area exterior electric, dumpster, fire alarm charges, parking area maintenance, lawn maintenance, management fees, operation and fair market rental expenses for New Town Holdings, LLC, accommodations of any kind and nature and any other expense item associated with the ongoing maintenance, repair and operation of the Property and its common facilities (excluding insurance and real estate taxes).

The amount of operating costs attributable to the Property shall be calculated on a pro-rata basis. Tenant's proportionate share of the operating costs attributable to the Property is 4.65%, and is calculated upon the ratio of the area of the Premises (square feet) to the total area of the Property in which the Premises is located. Tenant shall begin payment of its share in Calendar Year 2008 and such share shall be calculated only upon any increase in operating costs from Calendar Year 2008 over operating costs in Calendar Year 2007.

Tenant's share of the operating expenses less operating expenses may be required to be paid by Tenant as additional rent in equal monthly installments, plus applicable tax, based upon Landlord's written estimate of the operating expenses for the following calendar year. At the end of each calendar year, Landlord shall deliver to Tenant a statement showing the amount of the Property's operating expenses for the prior calendar year, and further showing Tenant's share thereof. If the total of the monthly payments made by Tenant for the period is less than Tenant's actual proportionate share for the period, then Tenant shall pay any deficiency to Landlord within thirty (30) days of receipt of written notice thereof. If the total monthly payments made by Tenant for the period are more than Tenant's proportionate share for the period, then Landlord shall credit such overpayment against future monthly payments.

**8. SPECIAL ASSESSMENTS.** For each calendar year or partial calendar year, Tenant will pay to Landlord, in addition to Base Rent as further Additional Rent, Tenant's proportionate share of any special assessments assessed against the Property, with applicable tax, if any. The payment of any such special assessments shall be made by Tenant on a monthly basis, concurrently with Base Rent. Tenant's proportionate share of any such special assessment shall be the proportionate share stated in paragraph 7. The Landlord agrees to immediately provide Tenant with any and all notices Landlord receives regarding any special assessment on the property.

**9. REAL ESTATE TAXES.** For each calendar year or partial calendar year, Tenant will pay to Landlord, in addition to Base Rent as further Additional Rent, a proportionate share of all ad valorem and real estate taxes levied by any lawful authority against the Property less ad valorem and real estate taxes of the Property, which proportionate share shall be 4.65%. Landlord may estimate the amount in the manner set out in Paragraph 7. Tenant shall begin payment of its share in Calendar Year 2008 and such share shall be calculated only upon any increase in ad valorem and real estate taxes between taxes levied for Calendar Year 2008 over taxes levied in Calendar Year 2008 over taxes levied in Calendar Year 2007.

**10. TENANTS PROPERTY.** Tenant is responsible for payment of all taxes assessed against any leasehold interest or personal property of Tenant. Landlord shall not be responsible for any damage to personal property of Tenant or others on the Premises caused by any reason whatsoever.

**11. TENANT RESPONSIBILITY.** All alterations, decorations and improvements made by or for Tenant shall remain the property of Tenant. Upon expiration of this Lease, Landlord has the option of requiring Tenant to remove the same and restore the Premises to the way it was before the improvements. If Tenant does not do so, Landlord may keep the alterations, etc. and/or return the Premises to its original condition. Tenant shall be responsible for all cost of same as well as any damage for any delay resulting from violation of this paragraph.

**12. OTHER CHARGES.** Tenant on behalf of itself ,its employees, agents and subtenants shall be obligated to pay and shall pay all licenses, parking impact fees, other impact fees, assessments and costs

associated with and/or attributable to the operations of the Tenant, and/or the Premises when such costs, assessments and fees become due and payable. To the extent permitted by law Tenant shall indemnify and hold Landlord harmless for any damages, claims, costs or liability (including fees and costs) arising out of or relating to Tenants failure to comply with this paragraph.

**13. INSURANCE.** For each calendar year or partial calendar year. Tenant will pay to Landlord as further Additional Rent, Tenant's proportionate share of Landlord's insurance premiums for the year on or in respect of the Property, including but not limited to public liability, property damage, environmental, all risk perils, rent and flood insurance, if carried by Landlord less said insurance premiums for the base year. Tenant's proportionate share shall be that stated in paragraph 7. Landlord may estimate the amount in the manner set out in Paragraph 7. Tenant shall begin payment of its share in Calendar Year 2008 and such share shall be calculated only upon any increase in insurance premiums for Calendar Year 2007.

**14. PAYMENT.** For the first calendar year or partial calendar year, the estimated monthly payment under paragraphs 7, 9 and 13 is N/A. The base year for computation of proportionate share is 2007. Any increase shall be calculated only upon increases from Calendar Year 2007.

**15. GUARD/PATROL SERVICES.** Landlord, in its sole discretion, determination and option may, but is not required to enter into a contract or contracts or otherwise provide or make arrangement for the providing of guard, patrol and/or security which may include security guards and/or electronic devices and/or a guard gate and/or gate house. Tenant shall pay its proportionate share for the expense of the services. Landlord shall in no way be responsible for the performance or non-performance of the obligations of guard/patrol/security personnel or service, including but not limited to negligent or intentional acts, and Tenant hereby releases Landlord from any claims of any nature whatsoever in connection therewith.

**16. UTILITIES.** Tenant shall pay for all utilities delivered to the Premises, including electricity, gas, heat, cooling, telephone and all other utilities and all taxes or charges on such utility services. Landlord shall not be liable for any interruption or failure in the supply of any utilities to the Premises nor shall rent be abated during such failure or interruption.

**17. TENANT COVENANTS.** Tenant agrees that: (a) Tenant will pay the rent and other charges herein reserved at the times and in the manner aforesaid; (b) it will not use or permit the Premises to be used for any illegal, unauthorized or improper purposes, nor permit any disturbance, noise or annoyance detrimental to the Premises or its neighbor; (c) it will not make any alterations or improvements upon the Premises without the written consent of Landlord (d) it will comply with all ADA regulations will not undertake any alterations to the Premises which violate the ADA and it will to the extent permitted by law indemnify and hold Landlord harmless from any and all claims, damages or suits that may be brought as a result of Tenant's alleged violation of the ADA; (e) it will permit Landlord or its agents or employees at all reasonable times, to enter into the Premises and (1) view the condition thereof; (2) show prospective purchasers and/or lessees; (3) make additions, alteration and/or improvements as deemed necessary; (f) it will, at its own expense, keep and maintain the interior of the Premises, including but not limited to electrical and HVAC, in good condition and repair; so as to tender it to Landlord at lease termination, broom clean, and in the same condition as received, ordinary wear and tear, damage by fire or other casualty, and the elements or acts of God excepted; (g) it shall, at its own cost and expense, replace any plate glass which may be broken during the term of this lease; and (h) it will fully and completely comply with any and all rules and regulations applicable to the Premises.

**18. LANDLORD COVENANT** a. During the tem of this Lease the Landlord shall , at its own cost and expense, maintain in good condition and repair, less ordinary wear and tear , the interior and exterior of the Property including, but not limited to: and grounds, landscaping, drives, and walks. b. During the term of the Lease, the Landlord shall, at its own cost and expense, maintain in good condition and repair the roof, exterior wall, foundation and structural frames of the building constituting a part of the property.

**19. LIABILITY FOR DAMAGES.** Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Premises, occupants of adjacent property, of the Property, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable in damages or otherwise for any latent defect in the Premises or in the building of which they form a part.

**20. Landlord's Insurance Requirements.** The Landlord shall maintain the following insurance coverages with the listed coverage limits throughout the extended life of the Lease:

1. Commercial General Liability - \$1,000,000
2. Property Damage - \$1,000,000

Liability coverage shall be on an occurrence basis and shall reflect a combined single limit as shown above. Coverage must be issued following wording in the latest edition of the ISO Comprehensive General Liability policy and without restrictive endorsements.

**21. INSURANCE.** Tenant agrees that, at its own expense and cost, it shall procure and continue to in force(a) general liability insurance against any and all claims for injuries to persons or property occurring in, upon or about the Premises, including all damage from signs, glass, awning, fixtures or other appurtenances, now or hereafter upon the Premises, during the term of this lease, and insurance to be an amount not less than \$1,000,000 of injuries to persons in one accident and not less than \$300,000 for injury to one person, and \$25,000 for damage to property and (b) fire, casualty and extended coverage insurances on Lessee's fixtures, improvements and finishes, which policies of insurance shall be in amounts and in such forms as approved by Landlord. The insurance shall be written by an AMBest "A" rated company shall be cancelable, in whole or in part, only after giving Landlord written notice of its intention to do so at least thirty (30) days in advance, and shall include Landlord, Landlord's managing agent and all mortgagees as additional insureds.

**22. ADDITIONAL COST FOR INSURANCE.** If the insurance rates applicable to Landlord's fire and extended coverage insurance covering the entire building of which the Premises are a part are increased by reason of any use of the premises made by Tenant, then Tenant shall pay Landlord the increase. The increase shall be paid on demand upon submission to the Tenant of evidence of the rate increase.

**23. INDEMNITY.** To the extent permitted by law, Tenant hereby agrees to pay the costs of Landlord's defense, and to pay, indemnify and save free and harmless Landlord, and/or any fee owner or ground or underlying Landlord of the property from and against (a)any and all claims, demands, fines,

suites, actions, proceedings, orders, decrees and judgments of any kind or nature(b) and from damages whether compensatory, punitive or otherwise, by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees, appellate and otherwise, resulting from or in connection with (1) loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, or from the demised premises or occasioned wholly or in part through the use and occupancy of the demised premises or any improvements therein or appurtenances thereto, or (2) by any use, act, conductor license of Tenant, or its respective employees, agents, contractors, licensees or invitees in, upon at or from the Premises or its appurtenances or any common areas of the Property. Nothing in this Lease shall be construed to affect in any way the Tenant's rights, privileges and immunities as set forth in Florida Statute 768.28. This provision shall survive the expiration or earlier termination of the Lease.

**24. WAIVER OF RIGHT OF SUBROGATION.** Landlord and Tenant hereby grant to each other a waiver of any right of subrogation any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance, such waiver to be effective only so long as each is empowered to grant such waiver under the terms of the insurance policy or policies involved.

**25. TOTAL OR PARTIAL DESTRUCTION.** If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault of Tenant, but are not thereby rendered untenable in whole or in part, Landlord shall at its own expense cause such damage, except to Tenant's equipment and trade fixtures, to be repaired, and the rent and other charges shall not be abated. Repairs shall commence within a reasonable period of time. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage, except to Tenant's equipment and trade fixtures, to be repaired within a reasonable period of time, but only to the condition in which the Leased Premises were originally delivered to Tenant, and the Base Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If such damage shall occur during the last two (2) years of the term of this Lease (or of any renewal term), Landlord shall have the right, to be exercised by notice to Tenant within sixty (60) days after said occurrence, to elect not to repair such damage and to cancel and terminate this Lease effective as of a date stipulated in Landlord's notice, which shall not be earlier than thirty (30) days nor later than sixty (60) days after the giving of such notice. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall at its own expense cause such damage, except to Tenant's equipment and trade fixtures, to be repaired, but only to the condition in which the Leased Premises were originally delivered to Tenant, and the Base Rent meanwhile shall be abated in whole except that Landlord shall have the right, to be exercised by notice to Tenant within sixty (60) days after said occurrence, to elect not to reconstruct the destroyed Leased Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence. There shall be no abatement of the Base Rent if such damage is caused by the fault of Tenant. Whenever the Base Rent shall be abated pursuant to this paragraph 25, such abatement shall continue until the date which shall be the sooner to occur of: (i) fifteen (15) days after notice by Landlord to Tenant that the Leased Premises have been substantially repaired and restored; or (ii) the date Tenant's business operations are restored in the entire Leased Premises.

**Partial Destruction of Building.** In the event that fifty (50%) percent or more of the rentable area of the building in which the Leased Premises are located shall be damaged or destroyed by fire or other cause, notwithstanding any other provisions contained herein and that the Leased Premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days after said occurrence, to elect to cancel and terminate this Lease. Upon

the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time upon the thirtieth day after such notice is given, and Tenant shall vacate the Leased Premises and surrender the same to Landlord; provided, however, in the event the building is deemed to be a hazard or danger by any governmental agency, the Lease shall expire upon the third day after notice is given.

**Reconstruction of Improvement.** In the event of any reconstruction of the Leased Premises under this Section, said reconstruction shall be in substantial conformity of the Leased Premises on the Commencement Date. Tenant, at its sole cost and expense, shall be responsible for the repair and restoration of all items that was Tenant's Work, and the replacement of its stock in trade fixtures, furniture, furnishings and equipment. Tenant shall commence the installation of fixtures, equipment, and merchandise hereof promptly upon delivery to it of possession of the Leased Premises and shall diligently prosecute such installation to completion.

Under no circumstances shall Landlord be responsible or liable to Tenant for lost income, revenue or profits.

**26. SIGNS.** Tenant shall not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Premises or of the building of which the Premises are a part, or inside the Premises if visible from the outside, without the written consent of Landlord. If consent is given, Tenant further agrees to maintain such sign, lettering, etc. as may be approved in accordance with all city, county, and state laws, ordinance or requirements and in good condition and repair at all times.

**27. ATTORNMEN**. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises or in the event a deed is given in lieu of foreclosure of any such mortgage, if requested to do so, Tenant shall attorn to the purchaser or grantee in lieu of foreclosure upon any such foreclosure or sale and recognize such purchaser or grantee in lieu of foreclosure as the Landlord under this Lease.

**28. SUBORDINATION.** This Lease is subject and subordinate to the lien of any and all mortgages which may now or hereafter encumber or otherwise affect the Premises. Tenant shall, at Landlord's request, promptly execute a certificate or other document confirming such subordination. Tenant shall attorn to the successor to Landlord's interest herein, if requested to do so by such successor, and to recognize such successor as the Landlord under this Lease. Tenant agrees to execute and deliver upon the request of Landlord any instrument evidencing such attornment.

**29. ESTOPPEL CERTIFICATE.** Tenant agrees, at any time upon not less than five (5) days prior written notice by Landlord, to execute a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications stating such modifications), (ii) stating the dates to which the rent and any other charges here under have been paid by Tenant, (iii) stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of this Lease, and if so, specifying each such default of which Tenant may have knowledge, and (iv) stating the address to which notices to Tenant should be sent, (v) such other customary information as may be necessary and proper.

**30. CONDEMNATION.** If the entire Premises are taken by eminent domain, this Lease shall terminate on the date which possession of the Premises is surrendered to the condemning authority and rent shall be paid to that date.



In the event of any taking under the power of eminent domain which does not take the entire Premises but which interferes substantially with the use of the balance of the Premises by Tenant, the rent payable by Tenant shall be abated commencing on the date on which possession is taken by the condemning authority, in the proportion which the floor space so taken or made unusable bears to the floor space leased to Tenant prior to the taking.

If the taking is of land only and does not interfere substantially with the use of the balance of the Premises by Tenant, there shall be no abatement of rent.

If the taking does not take the entire Premises, Landlord shall (a) promptly, at its own cost and expense, restore the balance of the Premises to as near their former condition as circumstances will reasonably permit or (b) inform Tenant of its intent not to restore the Premises, thereby canceling the Lease.

All damages awarded for any taking of all or any part of the improvements owned by Landlord under the power of eminent domain shall belong to Landlord. This provision shall not prevent Tenant from claiming and recovering from the condemning authority compensation for taking of Tenant's tangible property or for Tenant's loss of business, business interruption or business removal and relocation.

**31. LIMITATION ON RESTORATION.** When Landlord is obligated or elects to restore or repair the Premises under this Lease, such obligation or election does not include the restoration or repair of personal property of Tenant, including but not limited to equipment and trade fixtures.

**32. COMPLIANCE WITH THE LAW.** Neither Landlord nor Tenant shall use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgement of any court of competent jurisdiction or the admission of Tenant in an action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, or requirement, shall be conclusive of the fact as between Landlord and Tenant.

**33. WASTE OR NUISANCE.** Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Property, or which may adversely affect Landlord's interest in the Premises or the Property.

**34. LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated, free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Failure to do so shall constitute a default hereunder without notice or grace period. The interest of Landlord shall not be subject to liens for improvements made by Tenant. Tenant shall notify every contractor making improvements of this provision. To the extent permitted by law Landlord make take such action as it deems appropriate to remove a lien. Tenant agrees to indemnify and hold Landlord harmless from any damage, loss cost or expense incurred by Landlord as a result of a claim of lien.

**35. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the written consent of Landlord. A consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any assignment or subletting, without consent shall be void, and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Tenant by operation of law without the written consent of Landlord. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performance of any of the terms, covenants and conditions thereof.

**36. HOLDING OVER.** Tenant shall pay Landlord double the amount of the daily base rent in effect immediately prior to termination for each day Tenant retains possession of the Premises after termination. Tenant shall also pay all damages sustained by Landlord by reasons of such retention and to the extent permitted by law indemnify Landlord from and against claims by succeeding Tenant because of delay. However, if Landlord gives written notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease from month to month. Acceptance by Landlord of rent after termination shall not constitute a renewal. This provision shall not be deemed to waive Landlord's right of reentry or any other right.

**37. BANKRUPTCY OR INSOLVENCY.** Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant or (b) an assignment by Tenant for the benefit of creditors or (c) any action taken or suffered by Tenant under any insolvency, bankruptcy or reorganization act, shall constitute a breach of this Lease by Tenant. Upon the happening of any such event, unless prohibited by law, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceeding.

**38. DEFAULT.** Each of the following shall be deemed to be a default by Tenant and a breach of this Lease:

- (a) Default in the payment of rent or any other sums due hereunder, or any part thereof, for a period of three (3) days after Landlord gives Tenant written notice of such default.
- (b) Default in the performance of any other covenant or condition of this Lease or of the rules and regulations for the Project and/or building in which the Premises are located for a period greater than that required to cure such default by diligent action after written notice by Landlord to Tenant.
- (c) Abandonment by Tenant of the premises.
- (d) Default in payment of any sums due or in the performance of any other covenant or condition of any other lease between Landlord and Tenant.

**39. REMEDIES ON DEFAULT.** In addition to the remedies provided by Chapter 83, Florida Statutes, Landlord shall have the following remedies:

(a) Landlord may re-enter the Premises immediately and terminate the Lease. Landlord may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant.

(b) Landlord may re-let the Premises or any part of the Premises for any term without terminating the Lease, at such rent and on such terms as he may choose, for the Tenants account. Landlord may make such alterations or repairs of the Premises as may be necessary or required. The duties and liabilities of the parties upon such re-letting are as follows:

(i) In addition to Tenant's liability to Landlord for breach of the Lease, Tenant shall be liable for all expenses of the re-letting, including, without limitation, broker's commissions, expenses of alterations and repairs and all other expenses of the Landlord. Tenant shall pay to Landlord such expenses on the dates the rent are due provided herein, minus the rent received by Landlord from re-letting.

(ii) Landlord, at its option, shall have the right to apply the rent received from re-letting the Premises as follows:

First, to reduce Tenant's indebtedness to Landlord under the Lease, not including indebtedness for rent;

Second, to recover expenses of re-letting and alternations and repairs made;

Third, to recover the rent due under the Lease; and

Fourth, to payment of future rent under the Lease as it becomes due.

(iii) Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Prior to the exercise by Landlord of any of the foregoing remedies, Landlord shall provide notice of default and specifying same in writing to Tenant and provide Tenant with fifteen (15) days to cure such default. Tenant shall undertake to cure such default or to take reasonable steps to do so. Upon failure of Tenant of cure such default or take corrective action within such fifteen (15) day period, Landlord shall be entitled to avail itself of any remedies of this paragraph.

Landlord may recover from Tenant all damages proximately resulting from the breach, including but not limited to the cost of recovering the Premises, the unpaid rent that had been earned at time of breach, and accelerate payment of rent that would have been earned from date of such breach until the time this Lease would have expired but for such termination. All such amounts shall be immediately due and payable from Tenant.

Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or hereafter in effect.

**40. TRANSFER BY LANDLORD.** If Landlord assigns sells or conveys its interest in the Lease or the building containing the Premises, Landlord shall be released from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and Tenant agrees to

look solely to the responsibilities of the successor in interest of Landlord. This Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

**41. RIGHT OF LANDLORD TO PERFORM.** All covenants and agreements to be performed by the Tenant under any of the terms of this Lease shall be performed by the Tenant at Tenant's sole cost and expense and without any abatement of rent. If the Tenant fails to pay any sum of money, other than rent, required to be paid by it or fails to perform any other act on its part to be performed hereunder, and such failure continues for ten (10) days after notice by the Landlord, the Landlord may, but shall not be obligated, make any such payment or perform any such other act on the Tenant's part to be made or performed as in the Lease provided. Tenant's obligations shall not be waived by Landlord's exercise of this option.

All sums paid by the Landlord and all necessary incidental costs together with interest thereon at the rate of one and one-half percent (1-1/2%) per month from the date of payment by the Landlord shall be payable to the Landlord on demand and the Tenant covenants to pay any such sums, and the Landlord shall have (in addition to any other right or remedy of the Landlord) the same rights and remedies in the event of the nonpayment thereof by the Tenant as in the case of default by the Tenant in the payment of the rent.

**42. RULES AND REGULATIONS.** Tenant agrees to comply with all rules and regulations Landlord may adopt from time to time for operation of the Property, and protection and welfare of Property, its tenants, visitors, and occupants. The present rules and regulations, which Tenant hereby agrees to comply with, entitled "Rules and Regulations" are attached hereto as *Exhibit "B"*.

**43. LEGAL EXPENSES.** Should suit be brought for the breach of any party's obligations or covenants under this Lease, the non-prevailing party shall pay to the prevailing party all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

**44. SURRENDER OF PREMISES.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any, existing subleases or sub-tenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or sub-tenancies.

**45. WAIVERS.** The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of rent.

**46. NOTICES.** Unless otherwise required by statute, all notices and demands which may be or are required to be given by either party to the other shall be in writing. All notices and demands shall be sent by United States certified or registered mail, postage prepaid or hand delivered if receipt is obtained, addressed as follows:

**To Landlord:**

**Courtesy Copy To: Landlord's Agent**

95 WHSE Inc.  
3001 W. Hallandale Beach Blvd., #300  
Hallandale, Florida 33009

Berger Realty Corporation  
1600 SE 17th Street Causeway, #200  
Ft. Lauderdale, Florida 33316

**To Tenant:**

Davie Community Redevelopment Agency  
3921 SW 47<sup>th</sup> Avenue, #1008  
Davie, Florida 33314

Notices shall be deemed to have been served upon the party to whom addressed upon receipt. Either party may change its address by giving written notice of such change to the other parties.

**47. COVENANT OF QUIET ENJOYMENT.** Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease. However, Landlord shall not be responsible for the acts, or omissions of any other tenant or third party beyond the reasonable control of Landlord that may interfere with Tenant's use and enjoyment of the Premises.

**48. SUCCESSORS AND ASSIGNS.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

**49. HAZARDOUS MATERIALS.** Subject to the remaining provisions of this paragraph, Tenant shall be entitled to use and store only those Hazardous Materials (defined below), that are necessary for Tenant's business provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Landlord shall have the right at all times during the term of this Lease to (i) inspect the Premises, (ii) conduct tests and investigations to be determine whether Tenant is in compliance with the provisions of this Paragraph, and (iii) request lists of all Hazardous materials used and stored or located on the Premises; the cost of all such inspections, tests and investigations to be borne by Tenant, if Landlord reasonably believes they are necessary. Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remedy any spill, release or discharge of Hazardous Materials caused by the acts or omission of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's cost and expense; such investigations, clean up and remediation to be performed after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to any emergency without first obtaining Landlord's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgements, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorney's and consultants fees) arising from or related to the use, presence, transportation, storage, disposal spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractor. Tenant shall not be entitled to install any tanks under, on

or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlord's sole express written discretion. As used herein, the term "Hazardous Materials" shall mean (i) any hazardous or toxic wastes, materials or substances, and other materials or substances, and other pollutants or contaminants, which are or become regulated by all applicable local, state and federal law, including but not limited to 42 U.S.C. 6901 et seq, 42 U.S.C. 9601 et seq, any Rule or Regulations of the Florida Resource Recovery and Management Act, Chapter 403 of Florida Statutes; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) radioactive materials. The provisions of this Paragraph shall survive the termination of this Lease for not less than ten (10) years from termination thereof.

**50. RADON GAS.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**51. Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period of such delay. The provisions of this paragraph 53 shall not operate to excuse Tenant from the prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

**52. NO PARTNERSHIP.** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

**53. PARTIAL INVALIDITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**54. RECORDING.** Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.

**55. LIABILITY OF LANDLORD.** Anything contained in this Lease, at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of this Lease or in any way related hereto or the Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord, but will look solely to the Landlord's interest in the Property for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to be performed by Landlord under this Lease or otherwise,

subject, however, to the prior rights of any ground or underlying lessors or the holders of the mortgages covering the Property, and no other assets of Landlord or owners of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims; such exculpation of personal liability as herein set forth to be absolute, unconditional and without exception of any kind.

**56. TIME IS OF THE ESSENCE.** Time is of the essence in this Lease and for each and all of its provisions in which performance is a factor.

**57. CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**58. CHOICE OF LAW.** This Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida. The venue for any action filed in connection herewith by either party shall be the county in which the Premises are located.

**59. WAIVER TRIAL BY JURY.** THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

**60. ACCEPTANCE OF FUNDS BY LANDLORD.** No receipt of money by the Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

**61. COMPLETE AGREEMENT.** This Lease, including all Exhibits, constitutes the entire agreement between parties; it supersedes all previous understandings and agreements between the parties, if any; and no oral or implied representation or understandings shall vary its terms, and it may not be amended except by a written instrument executed by both parties.

**IN WITNESS WHEREOF,** Landlord and Tenant have executed this Lease on the day and year set forth above.

WITNESSES:

LANDLORD: **95 WHSE Inc.**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Sam Jazayri, President

\_\_\_\_\_  
\_\_\_\_\_

TENANT:  
**Davie Community Redevelopment**

**Agency**

---

Will Allen, Redevelopment Administrator

**EXHIBIT A**

**SKETCH OF LEASED PREMISES**



## **EXHIBIT B**

### **RULES AND REGULATIONS**

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than access to and from the leased premises and for going from one to another part of the building.

2. Plumbing fixtures and appliances shall be used only for purposes constructed, and no sweeping, rubbish, rags or other unsuitable material shall be thrown or placed within the premises. Any damage resulting from such misuse of the premises shall be paid by Tenant, and Landlord shall not in any case be responsible for such.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the building, except of such color, size and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the building, after Tenant's improvements are completed, except by the building maintenance personnel; nor shall any part of the building be defaced by tenants.

4. No directories or signs will be permitted, unless previously authorized by Landlord in writing.

5. Tenants shall not do, or permit anything to be done, in or about the building, or bring or keep anything there, that will in any way increase the rate of fire or other insurance on the building, or on property kept there, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of Landlord or any governmental authority.

6. Tenant shall notify the building manager when safes or other heavy equipment are to be taken in or out of the building and the moving shall be done under the supervision of the building manager, after written permission from the Landlord. Persons employed to move such property must be acceptable to Landlord.

7. Tenants shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.

8. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the building.

9. No machinery of any kind (other than normal office equipment) shall be operated on leased premises without the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent as compensation for excess consumption of water or electricity, or both, occasioned by the operation of the machinery; nor shall Tenant use or keep in the building any inflammable or explosive fluid or substance, or any illuminating material, except candles.

10. Movement in or out of the building of furniture or office equipment, or dispatch or receipt by tenant of any merchandise or materials which requires use of elevators or stairways, or movement through building entrances, such as the lobby, shall be restricted to hours designated by Landlord. All such movement shall be under supervision of the building

manager, by prearrangement. Such prearrangement must be initiated by Tenant and will be by determination of Landlord and subject to his decision and control, of the time, method and routing of movement, and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Tenant is to assume all risks of damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord, if damaged or injured as a result of acts in connection with providing this service to Tenant, from time of the beginning through the completion of the moving or delivery; and Landlord shall not be liable for acts of any persons engaged in, or any damage or loss to any of said property or persons resulting from, any act in connections with such.

11. No draperies, shutters, or other window coverings shall be installed on exterior windows, walls or doors facing public sections without Landlord's prior written approval. Landlord shall have the right to require installation and use of uniform coverings.

12. No portion of Tenant's area or any other part of the building shall at any time be used or occupied as sleeping or lodging quarters.

13. Landlord will not be responsible for lost or stolen property, equipment, money, or jewelry from Tenant's area or public rooms, regardless of whether such loss occurs when the area is locked against entry.

14. Tenant will secure Landlord's written approval before any business related items are stored outside the Tenant's premises.

15. Outside overnight storage of business related vehicles must have written approval by Landlord.

16. Landlord reserves the right to rescind any of these Rules and make such other further reasonable rules and regulations that Landlord shall from time to time believe conducive to the safety, protection, care and cleanliness of the building, its operation, the preservation of good order, and the protection and comfort of its tenants, their agents, employees and invitees, which Rules, when made and notice of them given to Tenant, shall be binding upon Tenant as if originally prescribed.

## **EXHIBIT C**

Landlord will at Landlord's expense:

- 1.** Carpet offices
- 2.** Paint offices
- 3.** Add two (2) wall(s) in rear of space
- 4.** Add two (2) door(s) in rear of space
- 5.** Replace stained or defective ceiling tiles.

## EXHIBIT D

### TENANT'S WORK

All work by Tenant in the Premises shall be performed by Contractors approved in advance by Landlord. As one of the conditions for approval, Landlord may require the Contractor to procure a Payment Bond for the benefit of the Tenant.

1. **Utilities by Tenant:** Tenant shall directly arrange for the procurement of the following, at Tenant's expense:

a. All building, plumbing, occupancy and other required permits, copies are to be furnished to the Landlord.

b. Telephone service through empty conduit from Landlord's equipment room to the Premises.

c. Connection to Landlord installed utilities.

2. **Non-Combustible Construction:** All Tenant construction shall be non-combustible. Treated, fire resistant wood will be permitted where approved by the jurisdictional authorities.

3. **Temporary Services:** In the event permanent services are not made available to Tenant for and during construction including lighting power, and water (but excluding any and all power for use in heating or air conditioning the Premises), temporary services may be obtained, at Tenant's expense, from Landlord at cost, the amount being payable to Landlord by Tenant on demand.

4. **Interior Finish Work:** All other work required to complete and place the Leased Premises in finished condition for opening for business, except work specifically described herein above as Landlord's Work, is to be done by Tenant at the Tenant's sole expense, in accordance with mutually approved plans and specifications prepared by the Tenant's architect in conformity with this Exhibit "D." Said interior work shall include, but shall not be limited to, the following:

5. **Violations:** In the event the Tenant is notified of any violations of codes, ordinance regulations, requirements or guidelines, either by the jurisdictional authorities or by the Landlord, Tenant shall, at its expense, correct such violations within three (3) calendar days after such notification.

### PROCEDURE

1. **Tenant's Coordinator:** Landlord's Architect shall be responsible for the review of each Tenant's Design Drawings and Final Plans. All questions pertaining to the design and construction of Tenant's Premise and all plan submittal shall be directed to the Landlord's Architect: Landlord's Architect, c/o Adler Management Services, Inc., 1400 N.W. 107 Avenue, Miami, Florida 33172.

2. **Lease Outline Drawing:** Landlord shall furnish to Tenant a drawing of the Premises of the type commonly known as a Lease Outline Drawing (herein sometimes referred to as the

"L.O.D."). The L.O.D. shall be prepared by Landlord's Architect at the scale of 1/4 inch equal 1 foot and shall show the location of the electrical conduit, soil pipe, water line and points of entry of other Landlord supplied services.

3. **Store Plans:** Tenant shall supply Landlord with four (4) sets of store plans and specifications. These plans should include reflected ceiling plan, interior layout and finish, plumbing plans and mechanical and electrical plans, and should be submitted for approval within ninety (90) days after execution of the Lease. These plans shall be prepared at a scale of 1/4 inch equal 1 foot.

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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bonnie Stafiej, Special Projects Director, 797-1163

**PREPARED BY:** Bonnie Stafiej, Special Projects Director, 797-1163

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH SCOUTMASTER'S CAMPOREE, SOUTH FLORIDA COUNCIL, BOY SCOUTS OF AMERICA AND THE TOWN OF DAVIE FOR UTILIZING THE BERGERON RODEO GROUNDS AND HOLDING A MEMORIAL DAY PARADE AND WAIVING RENTAL FEES AND GRANTING PERMISSION FOR THE USE OF SERVICES AND EQUIPMENT

**REPORT IN BRIEF:** This is a lease agreement presented by the Scout Master's Camporee, South Florida Council, Boy Scouts of America for use of the Bergeron Rodeo Grounds, commencing at 8:00 a.m. on May 28, 2007, and ending at 3:00 p.m. on May 28, 2007. The Scout Master's Camporee, South Florida Council, Boy Scouts of America is requesting that the Town Council waive the following fees for this event and grant permission for use of equipment and services;

1. Waive the rental fee of the Bergeron Rodeo Grounds for the Memorial Day Services. The rental fee is one thousand dollars (\$1,000.00).
2. Waive the rental fee of the stage for the Memorial Day Services. The rental fee is five hundred dollars (\$500.00).
3. Waive the cost of six (6) off duty police officers to close roads and supply security. (\$1,000.00)
4. Permit the use of town owned cones and barricades (from the Public Works Department) for the purpose of closing roads for the parade (\$300.00).
5. Requests that a fire truck lead the Memorial Day parade (no cost)
6. Requests that three (3) police motorcycles participate in the parade (\$500.00)

**PREVIOUS ACTIONS:** The Scout Master's Camporee, South Florida Council, Boy Scouts of America has held this event in the Town of Davie since 1978. In past years, the Town Council has waived the above fees.

**CONCURRENCES:**

**FISCAL IMPACT:** Yes

Has request been budgeted? No

If yes, expected cost: \$ The cost to the Town for this event is an estimated \$ 3,300.00.

If no, amount needed: \$3,300.00

What account will funds be appropriated from: see comments

Additional Comments: Each Department will absorb the cost of staff service and equipment

**RECOMMENDATION(S):** Motion to Approve Resolution and Lease Agreement

**Attachment(s):**

- 1) Resolution
- 2) Exhibit "A" Lease Agreement
- 3) Request to Waive Fees
- 4) Parade Permit



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH SCOUTMASTER'S CAMPOREE, SOUTH FLORIDA COUNCIL, BOY SCOUTS OF AMERICA AND THE TOWN OF DAVIE FOR UTILIZING THE BERGERON RODEO GROUNDS AND HOLDING A MEMORIAL DAY PARADE AND WAIVING RENTAL FEES AND GRANTING PERMISSION FOR THE USE OF SERVICES AND EQUIPMENT

WHEREAS, the Town of Davie is desirous of renting the Davie Arena to present cultural and recreational events to the residents; and

WHEREAS, The Scout Master's Camporee, South Florida Council, Boy Scouts of America wishes to present a Memorial Day Parade and Memorial Service on May 28, 2007, beginning 8:00 A.M. and ending 3:00 P.M.; and

WHEREAS, The Scout Master's Camporee, South Florida Council, Boy Scouts of America has requested the use of the Bergeron Rodeo Grounds and is requesting that the Town Council waive the Bergeron Rodeo Grounds rental fee, waive the town stage rental fee, waive the cost for six (6) off duty police officers for road closing and security; and

WHEREAS, Scout Master's Camporee, South Florida Council, Boy Scouts of America has requested permission to use town owned cones and barricades for the purpose of closing roads for the Memorial Day parade, a fire truck to lead the Memorial Day parade, and requests that three (3) police motor cycles participate in the Memorial Day Parade at a total cost of \$3,300.00 in town services; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

Section 1. The Town Council hereby agree to waive fees and grant permission to use equipment and authorizes the Mayor to enter into a lease agreement which is attached as Exhibit "A" and also approve Parade Permit attached as Exhibit "B"

Section 2. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

## TOWN OF DAVIE BERGERON RODEO GROUNDS, OF DAVIE FLORIDA FACILITY LEASE

THIS AGREEMENT, made and entered into this 20 day of April 06, by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter called the Town, and the herein called Lessee, whose address is:

**Scout Master's Camporee, South Florida Council, Boy Scouts of America**  
**15255 NW 82 Ave**  
**Miami Lakes FL 33016**

WITNESSETH: That in consideration of the covenants and conditions herein expressed and of the faithful performance of the Lessee of all such covenants and conditions, the Town does hereby demise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the following facilities: Bergeron Rodeo Grounds of the Town of Davie located at 4201 SW 65th Way, Davie, Florida. Said facilities are to be used for the purpose of: Boy Scout Memorial Day Ceremony and for no other purpose whatsoever without the written consent of the Town endorsed on this lease, for a period of one day commencing at 8:00 a.m on the 28 day of May, 2007 and ending at 3:00 p.m on the 28 day of May, 2007.

The Lessee agrees to pay to the Lessor a non-refundable rental commitment deposit of \$150.00 in order to secure requested date(s). If the event that is the subject matter of this lease does not occur on the scheduled date, the \$150.00 deposit becomes the property of the Town of Davie to be applied toward any damages suffered by the Town as a result of the breach of the lease. If the event proceeds as planned, the \$150.00 will be applied to the rent. The Lessee agrees to pay to the Lessor the rental of The Boy Scouts are requesting that the Town Council waive the \$750.00 rental fee, waive the town stage rental fee of \$500. minimum, which is due two weeks prior to the scheduled event. In addition to the minimum rent, Lessee must pay to the Lessor no later than                     /                     the difference between the minimum rental and   /   percent (  /  %) the gross receipts (after taxes). In the event that the payment based on gross receipts does not exceed the minimum, then the minimum amount shall be the rental charge. In no event, shall the rental be less than the minimum provided for above."

1. Rent is to be paid by cash, certified check or bank draft only at the Town of Davie Special Projects Office located at, 6591 Orange Drive, Davie, FL 33314; /attention Special Projects Director. Lessee shall pay to Town on demand any sum which may be due to the Town for additional service, accommodations or materials furnished or loaned by said Town, and permit said Town, in case of Lessee's failure to pay such sum, or to comply with this agreement, payment will be secured by a Lessee's Service Bond as outlined in paragraph 6 and to secure said Town against loss.

2. The Town shall furnish light for ordinary use only, accidents and unavoidable delays excepted; furnish water by means of the appliances installed for ordinary toilet purposes and furnish minimum house staff, as determined by the Town of Davie.

3. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as at the date of the commencement of this lease, ordinary use and wear thereof only excepted, and to abide by and conform to all rules and regulations from time to time adopted or prescribed by the Town for the government and management of said facilities.

### **GROUND PREPARATION**

The preparation of the clay surface or the floor, in the Bergeron arena is the responsibility of the Lessee. The town will roll or rotar till the surface to house specification. It will be the responsibility of the Lessee to provide equipment to prepare grounds to their specific needs through out the lease duration.

### **INSURANCE**

4. The Lessee is required to furnish the Lessor fourteen (14) days prior to the date of the performance, a Landlord's and Tenant's Public Liability Policy to the extent of not less than one million dollars (\$1,000,000.00) to cover claim damage for any single or specific cause for any one person, and no less than one million dollars (\$1,000,000.00) to cover any particular accident or occurrence, together with coverage of property damage in an amount no less than one million dollars (\$1,000,000.00). The Town of Davie, a municipal corporation of Florida, shall be named in the policy as additional insured, along with yourself as lessee. This requirement shall also apply to all rehearsals. Lessee agrees to indemnify and hold harmless the Lessor for all costs and expenses arising out of any claims for

personal injuries, including death, and any claims for property damage, sustained by any person including but not limited to, employees of the Lessee arising out of the use of the subject premises pursuant to this contract.

5. The Lessee shall file with the Town of Davie evidence of the required insurance by way of a Certificate of Insurance which shall be subject to approval by the Town.

#### **6. SECURITY/EMS BOND**

In addition to the minimum rent, lessee must put in place a Police Security and Fire/EMS Bond with the Special Projects Director to pay for Davie Police and Fire/EMS personnel. Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons. This bond must be in place before this contract can be signed and entered into with the Town of Davie. This Bond must be made by certified check or cash. Once the Bond is used for personnel, any remainder of the Bond will be returned to promoter within 10 working days after the event.

**Lessee will comply with all laws of the United States and of the State of Florida, all ordinances of the Town of Davie, and all rules and requirements of the police and fire departments or other municipal authorities of the Town of Davie.** Lessee shall obtain all necessary permits and licenses, including union or trade organization clearances, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Lessee is called to any such violation on the part of said Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

7. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons.

8. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front or on any part of said building except upon the regular billboards provided by the Town therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as related to the performance or exhibition to be given in the demised premises, and for such period of time as designated by the Town of Davie.

#### **ADVERTISING**

9A. Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Town of Davie in this respect shall be final.

9 B. Lessee is responsible for payment and distribution of all advertisement and promotional materials. The designated advertised name for the facility is the Bergeron Rodeo Grounds of Davie, Florida and that shall be the sole name by which the Arena and the Property is designated, advertised or promoted and the lessee shall use no other name to identify, advertise or promote the Arena and the Property. All promotional material must be submitted to the Town of Davie Special Projects Director for approval before material is printed.

9C. Lessee must support in their advertisements, registration information for their contestants, and on their presale tickets Town of Davie house rules : No alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the premises during or before contracted event.

#### **CONCESSIONS AND GIVE AWAYS**

10. The Town reserves, and at all times shall have the sole right to sell or give away librettos, flowers, refreshments, beverages, cigars, cigarettes, candies, sandwiches, periodicals and other merchandise, and to rent and sell opera glasses, umbrellas and other articles. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff.

11. The Town shall have the sole right to collect and have the custody of articles left, lost or checked in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles. The Town may conduct checkrooms, to control programs and to supervise the contents thereof, to take photographs, to control or supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other privileges, and the Lessee shall not engage in or undertake the sale of any of the aforesaid articles or privileges without the written consent of the Town.

12. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject any objectionable person or persons from said building, and upon the exercise of this authority through its staff, agents, or police. The Lessee hereby waives any right and all claim for damages against the Town of Davie.

13. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the sole expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability therefore on the part of the Town.

14. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the demised premises.

15. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose, and the decision of the Town of Davie in these matters shall be final. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall Lessee sublease the premises in whole or in part.

16. Lessee agrees to deliver to the Town, free of charge, thirty admission tickets for each day and thirty admission tickets for each evening the premises are open to the public or trade during the term of this lease.

17. The auditorium employees and concessionaires shall at all times have free access to said premises.

#### **PARKING**

18A. The Town of Davie has complete and sole control of all surrounding parking lots and fields. The Town of Davie has the sole right to charge a fee for parking in or on these properties. The Town of Davie will charge all vehicles before, during or after each event for parking. Parking fees will be charged to all event ticket holders, vendors, contestants, volunteers, and staff using these properties.

18B. Parking for vendors, contestants, volunteers, and staff or any other vehicles is limited to the North East vendors parking area only. A parking pass must be issued by the Lessee to these vehicles for free access to this lot.

18C. No vehicles will be permitted to remain in or on any other areas of the premises once the gates are unlocked. No vehicles may move on to the premises from the North East vendors parking area or any other gate until all ticket holders or non-ticket holders have safely left the facilities.

19A. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, no rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection there with, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

19B. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.

20A. Lessee agrees that the Town shall have complete and sole supervision of the sale of all tickets at the Town's box offices and/or agencies in accordance with established rates and policies unless otherwise provided in the following space

20B. The Lessee will be in control of the pre-sale and gate admissions. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. The Town of Davie will have the right to inspect the ticket booth operation and admission procedures.

21. Lessee shall arrange and pay for the printing of all tickets, the form and content of which shall be in accord with accepted procedures for good accounting and conform with arena seating diagrams. The Lessee will have printed on the bottom of tickets that NO alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the leased premises during or before event.

22. Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of the failure or impairment of the water supply system, drainage system, heating and cooling systems and electric systems, leading to or on the demised premises.

23. In case the said facility or any part thereof shall be destroyed or damaged by fire, water or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Town impossible, including, without limitation there to, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon this lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

25. Lessee hereby waives all right under the Constitution and Laws of the State of Florida or any other source to claim personal property exempt as against any liability, debt or obligation arising under this contract.

26. In the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Town is acting for the accommodation and sole benefit of the Lessee and as to such receipts and funds the Town shall be responsible only for gross neglect or bad faith.

27. Any matters not herein expressly provided for shall be left to the sole discretion of the Town of Davie.

28. That all terms and conditions of this written lease shall be binding upon the parties, their heirs, successors, representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

29. Whenever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail, addressed as follows:

To Lessor:                      Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

To Lessee:                      **Boy Scouts of America**  
**15255 NW 82 Ave**  
**Miami Lakes FL 33016**

30. The waiver by Town of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

31. Time is of the essence of this Lease and all of its provisions.

32. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to Town all the costs in connection therewith including, but not limited to, reasonable attorneys' fees whether or not the action or actions proceed to judgment.
33. Lessee agrees that for all programs lasting one and one-half (1 1/2) hours or more, an intermission of no less than twenty (20) minutes shall be held, subject to modification by the Town of Davie when necessary to meet unusual conditions.
34. Lessee shall post a surety bond upon the request of the Town to cover repairs. The amount of surety bond will be determined by the Town at the time the Lease Agreement is executed by the Town.
35. Lessee understands and hereby specifically agrees that the Town does not furnish any house staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.
36. Lessee agrees to be responsible for all necessary license fees for the presentation of live music, including but not limited to required licenses and fees from the American Society of Composers, Authors and Publishers.

IN WITNESS WHEREOF, Town by its Mayor or Town Administrator and Lessee by its undersigned authorized representative, or for sole owner in person, have caused this instrument to be executed by affixing their respective signatures on the date first above written.

TOWN OF DAVIE

Witnessed by:

By \_\_\_\_\_  
Mayor/Town Administrator

**Lessee:**

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Witnessed by:

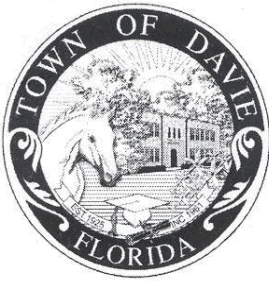
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Print Name

# Exhibit B



## SPECIAL PROJECTS DEPARTMENT

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399  
PHONE: 954.797.1153 • FAX: 954.797.2078 • WWW.DAVIE-FL.GOV

### PARADE PERMIT APPLICATION

Date: March 29, 2007

Organization: South Florida Council, BSA

Address: 15255 NW 82nd Ave Miami Lakes FL 33016  
City State Zip

Name of Representative(s): Fred Kimball Phone: 786-385-3832

Address: 7715 SW 122nd St Miami FL 33156  
City State Zip

Number of Parade Entrants: 150 Number of Spectators Expected: 500

Date of Parade: 5/28/2007 Hours of Parade: 9AM to Noon

Route of Parade: Nova Elementary - South on Davie Rd.  
to the Bergeron Rodeo Arena entrance.

Applicant's Signature: Fred Kimball

Date of Council Meeting: \_\_\_\_\_

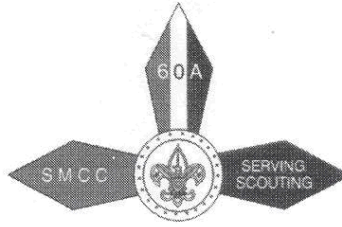
Approved

Denied

**\*\*This application will be reviewed by a staff committee and if warranted, there may be a possibility of a service fee due to the size/extent of the event.**

NOTE: Per Section 21-4 of the Town's Code, the Town Council shall be sole authority for the approval of permits to conduct parades on or about the Town's public rights-of-way. The civic organization making application to conduct such parade shall have the sole responsibility and prerogative to determine who the participants and participating organizations shall be. Permits shall be granted subject to federal, State and Town of Davie laws.

THE TOWN OF DAVIE REQUIRES A CERTIFICATE OF INSURANCE OF NO



**Scoutmasters Camporee**  
**South Florida Council**  
**Boy Scouts of America**  
<http://smcc.us/>

March 29, 2007

Bonnie Stafiej  
Special Projects Director  
Town of Davie  
6591 Orange Drive  
Davie FL 33314

Subject: Memorial Day Logistics

Dear Ms. Stafiej:

This letter is a formal request for support from the Town of Davie for our Memorial Day parade and service that is to occur on Monday, May 28, 2007. The Scoutmasters Camporee Committee of the South Florida Council, BSA, would like to have the following department's services on May 28th.

1. Police for traffic control from 9:00 A.M. to 11:00 A.M.
2. Fire/Rescue to be in the parade
3. Public Works for barricades and cones for the parade and stage for the ceremony.
4. Use of the Bergeron Rodeo Arena and a stage for the ceremony.

If you have any questions regarding this subject matter, please feel free to call me at 786-385-3832. Thank you for your cooperation in this matter.

Sincerely,

*Fred Kimball*

Fred Kimball  
2008 Camporee Chief  
Scoutmasters Camporee



# RESERVATION FORM AND OFF COUNCIL CAMP OR TOUR PERMIT

South Florida Council, Inc. Boy Scouts of America  
15255 NW 82 Avenue  
Miami Lakes, Florida 33016  
Miami-Dade/Monroe: (305) 364-0020  
Broward: (954) 584-4200 ♦ Fax: (305) 821-6222  
www.sfcbsa.org

UNIT'S Fax #: 305 238 8381

|                                       |                         |
|---------------------------------------|-------------------------|
| Approval <u>013171</u>                |                         |
| (OFFICE USE ONLY)                     |                         |
| Permit No. _____                      |                         |
| Date issued <u>3/27/07</u>            |                         |
| Deposit paid \$ <u>0</u>              | Balance Due \$ <u>0</u> |
| Signed for council <u>[Signature]</u> |                         |

## PROCEDURE

THIS APPLICATION MUST BE FILED WITH THE COUNCIL AT LEAST 14 DAYS IN ADVANCE OF THE SCHEDULED ACTIVITY IN ORDER TO PROVIDE PROPER CLEARANCE.

**FOR COUNCIL CAMPS:** This application must be filed when making a reservation for Camp Everglades, McGregor-Smith Scout Reservation, Camp Sawyer, and Camp Seminole. (Verbal reservations must be confirmed within ten days using this form.) **A non-refundable deposit must accompany this reservation: \$50 for (South Florida Council registered Scouts and Leaders) McGregor-Smith Scout Reservation, Camp Seminole, Camp Sawyer, and Camp Everglades. 50% of total \$ camping fees for out of Council registered Scouts and Leaders. A non-refundable deposit of \$50 must accompany reservation for COPE**  
**FOR OFF COUNCIL CAMPING OR TOURS:** This form is to be used by units planning trips under a distance of 500 miles. If destination is farther than 500 miles or outside the USA, use the application for National Tour Permit #4419B.

## AT COUNCIL CAMPS

1. No Alcoholic beverages, non-prescription drugs or firearms may be brought into camp.
2. Check in with Campmaster or Camp Ranger.
3. Check in by 9:00 PM – Friday evening.
4. Check out by 4:00 PM – Sunday afternoon

## CHECK TYPE OF TRIP AND TRANSPORTATION

(Trucks are approved only for transporting equipment-No passengers except in cab)

1. Give itinerary of tour; or destination of camp, including route description for reaching campsite (for long trip attach map indicating route & overnight stops), and provide a roster of all participants. Scoutmasters Camporee Memorial Day Parade Services, Assemble at Nova Blanche Forman Elementary. Parade to Rodeo Ar  
If backcountry trip, be sure to know BSA Wilderness Use Policy
2. TYPE OF TRIP: ☒ One day ☐ Overnight ☐ Short-term camp, 3 days ☐ Long-term camp, over 3 days (furnish copy of program and menus)
3. Will there be aquatic activities? No Does adult (21+) leader have Safe Swim Defense certification? \_\_\_\_\_
4. Name of person in group with current water safety certification \_\_\_\_\_ Age \_\_\_\_\_ Type of Certification \_\_\_\_\_
5. If boating activities are planned, we will use Safety Afloat No. 7368 ☐ Yes Person certified \_\_\_\_\_
6. Mode of transportation: ☐ Car ☐ RV ☐ Van ☐ Bus ☐ Boat ☐ Canoe ☐ Train ☒ Hiking ☐ Truck ☐ Other \_\_\_\_\_  
(The beds of trucks and campers are approved for equipment only – passengers are allowed only in the cab.)
7. A. If the vehicle to be used is designed to carry more than fifteen persons (including driver) the driver must have a commercial driver's license (CDL)  
Name: \_\_\_\_\_ DL#: \_\_\_\_\_ C.D.L. expiration date: \_\_\_\_\_  
B. Driving time is limited to a maximum of 10 hours and must be interrupted by frequent rest, food, and recreation stops.  
C. Seat belts are provided, and **must be used**, by all passengers and driver. Exception: A school or commercial bus.  
D. Passengers will ride only in the cab if trucks are used.
8. If travel is by motor vehicle, will drivers with proper-type license meet the requirements on the reverse side of the application?  
☒ Yes (The requirements are mandatory).
9. Will insurance of vehicle(s) meet minimum requirements listed on the reverse side of this application? Yes ☐ No ☐  
If no, please explain: \_\_\_\_\_

## CAMP OR TRIP PLANS

10. Unit No. Scoutmaster City Camporee District SFC Charter expires \_\_\_\_\_  
(Pack, Troop, Ship, Crew, Team)
- hereby applies for a permit and submits plans for dates from 5/28, 20 07 to 5/28, 20 07
11. Location Davie Rodeo Site Arena Arrival Time 9 AM Departure Time 12 PM  
(if available)
12. Council camp canoe reservation ☒ canoes Canoe trailer, Yes ☐ No ☒ (Requires 2" ball).
13. How many? 200 Boys 50 \*Adults 100 Girls \*\*Cabins \_\_\_\_\_ \*\*Shelters \_\_\_\_\_ \*Kitchen \_\_\_\_\_ \*\*Amphitheater \_\_\_\_\_ Other \_\_\_\_\_
14. \*We will have two (2) adult leaders at all times – (✓) ☒  
\*\*Requires an additional fee.
15. Have parents' approvals been secured? Yes
16. We will use COPE Course ☐ High ☐ Low ☐ Rappelling

## LEADERSHIP

It is the tour leader's and unit committee member's understanding that all drivers, vehicles, and insurance coverage will meet the national requirements as listed on the reverse side of this application. The Boy Scouts of America policy requires two adult leaders on all camping trips and tours. Tour leaders in charge must be at least 21 years of age. Female youth must be accompanied by a female leader at a minimum of 21 years of age.

17. Tour leader's name Fred Kimball Position Chief Age 51 Phone (786-385-3832)  
Address 7715 SW 122 St City Miami State FL Zip 33156  
Assistant tour leader's name George Gilmore Position 1st Vice Chief Age \_\_\_\_\_ Phone (954) 465 5997
18. I agree and will adhere to the terms and conditions of this form. Must have (2) separate people sign.



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bonnie Stafiej, Special Projects Director, 797-1163

**PREPARED BY:** Bonnie Stafiej, Special Projects Director, 797-1163

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN REBUILDING TOGETHER BROWARD COUNTY, INC FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR A BUILDERS DECATHLON EVENT

**REPORT IN BRIEF:** The Rebuilding Together Broward County, Inc wishes to hold a Builder's Decathlon on Saturday, October 6, 2007 from 8:00 a.m. to 11:00 p.m. The total rental fee is \$1,000.00.

**PREVIOUS ACTIONS:** The last Builders Decatholn was held at the arena in March of 2007. Rebuilding Together Broward County, Inc. did met all contractual requirements. The event was a huge success

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**Additional Comments:** The fiscal impact is \$1,000.00. This cost includes ground preparation, clean-up, and utilities.

**RECOMMENDATION(S):** Motion to Approve Resolution and Lease Agreement

**Attachment(s):** 1) Resolution

## 2) Exhibit “A” Lease Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN REBUILDING TOGETHER BROWARD COUNTY, INC FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR A BUILDERS DECATHLON EVENT

WHEREAS, the Town of Davie is desirous of renting Bergeron Rodeo Grounds of Davie, Florida to present cultural and recreational events to the residents; and

WHEREAS, Rebuilding Together Broward County, Inc wishes to hold a Builder's Decathlon on Saturday, October 6, 2007 from 8:00 a.m. to 11:00 p.m. The total rental fee is \$1,000.00, and

WHEREAS, Rebuilding Together Broward County, Inc requests that the Town Council approve the rental agreement and fee of one thousand dollars (\$1,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

Section 1. The Town of Davie does hereby authorize the Mayor to enter into a lease agreement which is attached as "Exhibit A" .

Section 2. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

ATTEST:

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

## TOWN OF DAVIE BERGERON RODEO GROUNDS, OF DAVIE FLORIDA FACILITY LEASE

THIS AGREEMENT, made and entered into this 20 day of March 2007, by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter called the Town, and the herein called Lessee, whose address is:

**Rebuilding Together Broward County, Inc**  
**401 SE 15 Ave**  
**Fort Lauderdale, FL 33301**

WITNESSETH: That in consideration of the covenants and conditions herein expressed and of the faithful performance of the Lessee of all such covenants and conditions, the Town does hereby demise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the following facilities: Bergeron Rodeo Grounds of the Town of Davie located at 4201 SW 65th Way, Davie, Florida. Said facilities are to be used for the purpose of: Builders Decathlon and for no other purpose whatsoever without the written consent of the Town endorsed on this lease, for a period of one day commencing at 8:00 a.m on the 6 day of October, 2007 and ending at 11:00 p.m on the 6 day of October, 2007.

The Lessee agrees to pay to the Lessor a non-refundable rental commitment deposit of \$150.00 in order to secure requested date(s). If the event that is the subject matter of this lease does not occur on the scheduled date, the \$150.00 deposit becomes the property of the Town of Davie to be applied toward any damages suffered by the Town as a result of the breach of the lease. If the event proceeds as planned, the \$150.00 will be applied to the rent. The Lessee agrees to pay to the Lessor the rental of one thousand dollars (\$1,000.00) minimum, which is due two weeks prior to the scheduled event. In addition to the minimum rent.

1. Rent is to be paid by cash, certified check or bank draft only at the Town of Davie Special Projects Office located at, 6591 Orange Drive, Davie, FL 33314; /attention Special Projects Director. Lessee shall pay to Town on demand any sum which may be due to the Town for additional service, accommodations or materials furnished or loaned by said Town, and permit said Town, in case of Lessee's failure to pay such sum, or to comply with this agreement, payment will be secured by a Lessee's Service Bond as outlined in paragraph 6 and to secure said Town against loss.
2. The Town shall furnish light for ordinary use only, accidents and unavoidable delays excepted; furnish water by means of the appliances installed for ordinary toilet purposes and furnish minimum house staff, as determined by the Town of Davie.
3. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as at the date of the commencement of this lease, ordinary use and wear thereof only excepted, and to abide by and conform to all rules and regulations from time to time adopted or prescribed by the Town for the government and management of said facilities.

**GROUND PREPARATION** The preparation of the clay surface or the floor, in the Bergeron arena is the responsibility of the Lessee. The town will roll or rotar till the surface to house specification. It will be the responsibility of the Lessee to Provide equipment to prepare grounds to their specific needs through out the lease duration.

### **INSURANCE**

4. The Lessee is required to furnish the Lessor fourteen (14) days prior to the date of the performance, a Landlord's and Tenant's Public Liability Policy to the extent of not less than one million dollars (\$1,000,000.00) to cover claim damage for any single or specific cause for any one person, and no less than one million dollars (\$1,000,000.00) to cover any particular accident or occurrence, together with coverage of property damage in an amount no less than one million dollars (\$1,000,000.00). The Town of Davie, a municipal corporation of Florida, shall be named in the policy as additional insured, along with yourself as lessee. This requirement shall also apply to all rehearsals. Lessee agrees to indemnify and hold harmless the Lessor for all costs and expenses arising out of any claims for personal injuries, including death, and any claims for property damage, sustained by any person including but not limited to, employees of the Lessee arising out of the use of the subject premises pursuant to this contract.  
The Lessee shall file with the Town of Davie evidence of the required insurance by way of a Certificate of Insurance which shall be subject to approval by the Town.

### **6. SECURITY/EMS BOND**

In addition to the minimum rent, lessee must put in place a Police Security and Fire/EMS Bond with the Special Projects Director to pay for Davie Police and Fire/EMS personnel. Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide

and protect persons. This bond must be in place before this contract can be signed and entered into with the Town of Davie. This Bond must be made by certified check or cash. Once the Bond is used for personnel, any remainder of the Bond will be returned to promoter within 10 working days after the event.

**Lessee will comply with all laws of the United States and of the State of Florida, all ordinances of the Town of Davie, and all rules and requirements of the police and fire departments or other municipal authorities of the Town of Davie.**

Lessee shall obtain all necessary permits and licenses, including union or trade organization clearances, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Lessee is called to any such violation on the part of said Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

7. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons.

8. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front or on any part of said building except upon the regular billboards provided by the Town therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as related to the performance or exhibition to be given in the demised premises, and for such period of time as designated by the Town of Davie.

**ADVERTISING** 9A. Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Town of Davie in this respect shall be final. 9 B. Lessee is responsible for payment and distribution of all advertisement and promotional materials. The designated advertised name for the facility is the Bergeron Rodeo Grounds of Davie, Florida and that shall be the sole name by which the Arena and the Property is designated, advertised or promoted and the lessee shall use no other name to identify, advertise or promote the Arena and the Property. All promotional material must be submitted to the Town of Davie Special Projects Director for approval before material is printed.

9C. Lessee must support in their advertisements, registration information for their contestants, and on their presale tickets Town of Davie house rules: No alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the premises during or before contracted event.

**CONCESSIONS AND GIVE AWAYS**

10. The Town reserves, and at all times shall have the sole right to sell or give away librettos, flowers, refreshments, beverages, cigars, cigarettes, candies, sandwiches, periodicals and other merchandise, and to rent and sell opera glasses, umbrellas and other articles. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. The lessee is restricted and must keep all give a-way food and drink items (judge's food included) in the area specified by the facility. This area is located on the Northwest end of the arena, under the promoter's picnic pavilion area. Food must be located and consumed in this area only. Food is not to extend past gate beyond posted signs.

11. The Town shall have the sole right to collect and have the custody of articles left, lost or checked in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles. The Town may conduct checkrooms, to control programs and to supervise the contents thereof, to take photographs, to control or supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other privileges, and the Lessee shall not engage in or undertake the sale of any of the aforesaid articles or privileges without the written consent of the Town.

12. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject any objectionable person or persons from said building, and upon the exercise of this authority through its staff, agents, or police. The Lessee hereby waives any right and all claim for damages against the Town of Davie.

13. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the sole expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability therefore on the part of the Town.

14. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the demised premises.

15. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose, and the decision of the Town of Davie in these matters shall be final. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall Lessee sublease the premises in whole or in part.

16. Lessee agrees to deliver to the Town, free of charge, thirty admission tickets for each day and thirty admission tickets for each evening the premises are open to the public or trade during the term of this lease.

17. The auditorium employees and concessionaires shall at all times have free access to said premises.

#### **PARKING**

18A. The Town of Davie has complete and sole control of all surrounding parking lots and fields. The Town of Davie has the sole right to charge a fee for parking in or on these properties. The Town of Davie will charge all vehicles before, during or after each event for parking. Parking fees will be charged to all event ticket holders, vendors, contestants, volunteers, and staff using these properties.

18B. Parking for vendors, contestants, volunteers, and staff or any other vehicles is limited to the North East vendors parking area only. A parking pass must be issued by the Lessee to these vehicles for free access to this lot.

18C. No vehicles will be permitted to remain in or on any other areas of the premises once the gates are unlocked. No vehicles may move on to the premises from the North East vendors parking area or any other gate until all ticket holders or non-ticket holders have safely left the facilities.

19A. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, no rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection there with, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

19B. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.

20A. Lessee agrees that the Town shall have complete and sole supervision of the sale of all tickets at the Town's box offices and/or agencies in accordance with established rates and policies unless otherwise provided in the following space.

20B. The Lessee will be in control of the pre-sale and gate admissions. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. The Town of Davie will have the right to inspect the ticket booth operation and admission procedures.

21. Lessee shall arrange and pay for the printing of all tickets, the form and content of which shall be in accord with accepted procedures for good accounting and conform with arena seating diagrams. The Lessee will have printed on the bottom of tickets that NO alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the leased premises during or before event.

22. Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of the failure or impairment of the water supply system, drainage system, heating and cooling systems and electric systems, leading to or on the demised premises.

23. In case the said facility or any part thereof shall be destroyed or damaged by fire, water or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Town impossible, including, without limitation there to, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then



and thereupon this lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

25. Lessee hereby waives all right under the Constitution and Laws of the State of Florida or any other source to claim personal property exempt as against any liability, debt or obligation arising under this contract.

26. In the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Town is acting for the accommodation and sole benefit of the Lessee and as to such receipts and funds the Town shall be responsible only for gross neglect or bad faith.

27. Any matters not herein expressly provided for shall be left to the sole discretion of the Town of Davie.

28. That all terms and conditions of this written lease shall be binding upon the parties, their heirs, successors, representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

29. Whenever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail, addressed as follows:

To Lessor: **Town of Davie  
6591 Orange Drive  
Davie, Florida 33314**

To Lessee: **Rebuilding Together Broward County, Inc  
401 SE 15 Ave  
Fort Lauderdale, FL 33301**

30. The waiver by Town of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

31. Time is of the essence of this Lease and all of its provisions.

32. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to Town all the costs in connection therewith including, but not limited to, reasonable attorneys' fees whether or not the action or actions proceed to judgment.

33. Lessee agrees that for all programs lasting one and one-half (1 1/2) hours or more, an intermission of no less than twenty (20) minutes shall be held, subject to modification by the Town of Davie when necessary to meet unusual conditions.

34. Lessee shall post a surety bond upon the request of the Town to cover repairs. The amount of surety bond will be determined by the Town at the time the Lease Agreement is executed by the Town.

35. Lessee understands and hereby specifically agrees that the Town does not furnish any house staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.

36. Lessee agrees to be responsible for all necessary license fees for the presentation of live music, including but not limited to required licenses and fees from the American Society of Composers, Authors and Publishers.

IN WITNESS WHEREOF, Town by its Mayor or Town Administrator and Lessee by its undersigned authorized representative, or for sole owner in person, have caused this instrument to be executed by affixing their respective signatures on the date first above written.

TOWN OF DAVIE

Witnessed by:  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Mayor/Town Administrator

Attested:

\_\_\_\_\_  
Name(Print)

\_\_\_\_\_

Witnessed by:

\_\_\_\_\_

Corporate Seal/Notary Seal

\_\_\_\_\_

Date

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Social Security Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

Signature

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bonnie Stafiej, Special Projects Director, 797-1163

**PREPARED BY:** Bonnie Stafiej, Special Projects Director, 797-1163

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE TO HAVE THE MAYOR EXECUTE A FLORIDA DEPARTMENT OF TRANSPORTATION GENERAL USE PERMIT APPLICATION TO CONSTRUCT DIRECTIONAL SIGNAGE FOR THE BERGERON RODEO GROUNDS ON INTERSTATE I-595

**REPORT IN BRIEF:** The Town of Davie as the legal property owner of the Bergeron Rodeo Grounds is submitting a request for permission from the State of Florida Department of Transportation to have Bergeron Land Development construct four directional signs on I-595 to direct traffic to and from the Bergeron Rodeo Grounds. All construction will be performed by Bergeron Land Development under the direction of Project Engineer Javier Rodriguez, P.E of R.J Behar and Company, Inc. Bergeron Land Development will be responsible for the integrity of all declarations, design drawings, construction and costs related to this project.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

**Additional Comments:** There is no cost to the Town of Davie for this project. Bergeron Land Development will be responsible for the integrity of all declarations, design drawings, construction and costs, related to this project.

**RECOMMENDATION(S):** Approve and sign State of Florida Department of Transportation permit

**Attachment(s):**

- 1) General Use Permit
- 2) Contract Plans attached under separate cover

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE TO HAVE THE MAYOR EXECUTE A FLORIDA DEPARTMENT OF TRANSPORTATION GENERAL USE PERMIT APPLICATION TO CONSTRUCT DIRECTIONAL SIGNAGE FOR THE BERGERON RODEO GROUNDS ON INTERSTATE I-595

WHEREAS, the Town of Davie is desirous of presenting cultural and recreational events to the residents of Davie at the Bergeron Rodeo Grounds of Davie, Florida; and

WHEREAS, Bergeron Land Development wishes to construct four directional signs on Interstate I-595 to direct traffic to and from the Bergeron Rodeo Grounds venue; and

WHEREAS, All construction will be performed by Bergeron Land Development under the direction of Project Engineer, Javier Rodriguez, P.E of R.J Behar and Company, Inc.; and

WHEREAS, Bergeron Land Development will be responsible for the integrity of all declarations, design drawings, construction and costs, related to this Project; and

WHEREAS, Bergeron Land Development requests that the Town Council approve as the legal property owners of the Bergeron Rodeo Grounds a request for permission from the State of Florida Department of Transportation to construct four directional signs on I-595; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

Section 1. The Town of Davie does hereby authorize the Mayor to execute the General Use Permit Application which is attached as "Exhibit A".

Section 2. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

**FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
GENERAL USE PERMIT APPLICATION**

DATE OF DEPARTMENT RECEIPT: \_\_\_\_\_ PERMIT NUMBER: \_\_\_\_\_  
ROAD SECTION: 86095 STATE ROAD: 862 (US \_\_\_\_\_) LIMITED ACCESS: X Y \_\_\_\_\_ N COUNTY: Broward

APPLICANT: Town of Davie PHONE: \_\_\_\_\_  
ADDRESS: 6591 Orange Drive, Davie, FL 33314

Applicant requests permission from the State of Florida Department of Transportation (hereinafter called the Department) to X construct operate X maintain the facility shown in the accompanying engineering drawings and described here:

Bergeron Rodeo Arena Sign Installations ( 4 signs)

\_\_\_\_\_ (hereinafter referred to as the permitted work).  
FROM MP 5.8 TO MP 7.4; or FROM STATION \_\_\_\_\_ TO STATION \_\_\_\_\_

Reference associated State Project Number: \_\_\_\_\_; date completed: \_\_\_\_\_  
under construction (date construction began): \_\_\_\_\_; date to be let: \_\_\_\_\_

The requested permit work is: in the city of Town of Davie; not in a city \_\_\_\_\_

Applicant agrees to the following conditions:

1. The applicant, with the applicant's engineer of record, shall supervise the permitted work. The Department reserves the right to inspect the work, materials, or equipment at any time with or without prior notification.

2. The applicant shall submit documentation acknowledging the pending work from all affected maintaining agencies prior to approval of this permit. Maintaining agencies are those agencies that, by agreement, maintain some facilities in Department right-of-way. Maintaining agencies may place obligations upon the applicant which the Department may include as permit conditions.

\_\_\_\_\_ for traffic signals: \_\_\_\_\_; \_\_\_\_\_ for street lights: \_\_\_\_\_  
\_\_\_\_\_ for Signs: SR 862 R/W; \_\_\_\_\_ for \_\_\_\_\_:

3. The applicant certifies by signature hereon that the location of all affected utilities has been ascertained and that the applicant is in compliance with all applicable Florida Statutes. The applicant mailed letters of notification of pending permit work and requesting location to the following municipalities and utility owners on the dates shown:

|   |  |
|---|--|
| <u>4/2</u> , <u>2007</u> , <u>AT&amp;T Communications</u> | <u>4/2</u> , <u>2007</u> , <u>City of Plantation - Utilities</u> |
| <u>4/2</u> , <u>2007</u> , <u>Broward County</u>          | <u>4/2</u> , <u>2007</u> , <u>Ferncrest - Utilities</u>          |
| <u>4/2</u> , <u>2007</u> , <u>Comcast Cable</u>           | <u>4/2</u> , <u>2007</u> , <u>FPL</u>                            |
| <u>4/2</u> , <u>2007</u> , <u>Bellsouth</u>               | <u>4/2</u> , <u>2007</u> , <u>Town of Davie</u>                  |

4. It is expressly stipulated that this permit is a license for permissive use only. The placing of facilities or improvements within public right-of-way, pursuant to this permit, does not create or vest any property rights.

5. The Department may determine that removal or adjustment of permitted features or improvements is required to facilitate necessary construction, maintenance, safety, or efficiency of the highway. Removal or adjustment will be immediate or as otherwise directed by the Department and shall be at the expense of the applicant unless reimbursement is authorized.

6. The applicant may be required to provide notice relating the plan to the public in a manner prescribed by the Department. The permitted work shall not unduly interfere with the rights of others, including other permit holders, without appropriate agreements with those others.

7. The integrity of all declarations (whether expressed or implied) and of all design drawings presented to support this permit request is the responsibility of the applicant. Any misrepresentations of fact by the applicant may be cause for revocation of an issued permit.

8. To the extent allowed by law, the applicant, heirs, assigns, and successors in interest is bound and obligated to save and hold the State of Florida, the Department, its agents, and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, heirs, assigns, and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the permitted work, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.

9. The applicant agrees to safely conduct the public through the permitted work area from the time work begins to the time of acceptance of certification of work. Full compliance with the current Department Roadway and Traffic Design Standards (600 Series), is a minimum requirement. The Department may require the applicant to take further measures, including the acquisition of the services of uniformed off duty police officers to assist in traffic safety.



10. The applicant shall provide for a pre-construction conference with the Department project engineer. The applicant shall prepare and present at the pre-construction conference an emergency restoration plan to address eventualities such as hurricanes. The applicant shall provide a 24-hour telephone number by which the Department may contact the person responsible for and who has authority to act on the emergency restoration plan and maintenance of traffic.

11. In the event the applicant fails to meet any of the provisions of this permit, all work in pursuit of the permit objective must cease and the applicant must immediately restore affected public property to a condition as good as or better than before permit work began. The applicant will continue to indemnify the Department as stated above until restoration is accepted by the Department.

12. The applicant is required by Florida Statute to notify local law enforcement agencies prior to closing one or more lanes of the State highway for periods exceeding two hours.

13. Special conditions for this permit: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Other special conditions may be attached).

14. At the completion of the construction, and prior to Department acceptance of certification, the engineer of record shall certify with original signature that the work and materials:

(a) Comply with the Department Standard Specifications for Road and Bridge Construction dated 2007 and Design Standards dated 2006.

(b) Is in accord with all plans, special provisions, policies, regulations, and safety standards pertaining to the permitted work.

(c) Is in accord with all applicable local, county, State, and national ordinances, rules, codes, and laws.

15. The Department may accept certification of the permitted work upon the restoration of the public facility and satisfactory completion of the permitted work. The Department shall not accept certification prior to the applicant's submission of two complete sets of as-built plans and three sets if a bridge structure is involved. Unless the applicant can show good cause for delay and unless the Department approves an extension, all permitted construction work shall be completed within one year of permit approval.

16. The engineer of record is: Javier Rodriguez Telephone: (954) 680-7771  
Professional Engineer License Number: 48264 Address: 6861 SW 196th Ave., #302, P. Pines, FL 33332


17. The Prime Professional Engineer (PPE) is responsible to certify that all work permitted herein is completed in compliance with the terms of this permit. The PPE (P.E. Number 48264) is: Javier Rodriguez Telephone: (954) 680-7771 Address: 6861 SW 196th Ave., #302, P. Pines

18. The Department project engineer of the local maintenance office or the resident construction office is to accept the certification of the Prime Professional Engineer. The Department Project Engineer is: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_ Address: \_\_\_\_\_

19. Authorization for the agent signing for the applicant (if other than the applicant) is indicated in a notarized letter from the applicant dated \_\_\_\_\_. The letter is made a part of this application.

20. The applicant understands that alteration to this form (other than filling out the blank spaces provided in the November revision) makes this application and approval invalid. Use of both front and back is required with signature blocks below on the back of the forms.

THE APPLICANT OR THE APPLICANT'S AGENT:

|   |                                 |               |            |
|---|---------------------------------|---------------|------------|
|  | _____<br>TYPED OR PRINTED NAME  | _____<br>DATE | SIGNATURE: |
|   | _____<br>TYPED OR PRINTED TITLE |               |            |

RECOMMENDED FOR THE DEPARTMENT OF TRANSPORTATION FOR APPROVAL BY:

|             |             |            |
|-------------|-------------|------------|
| NAME: _____ | DATE: _____ | SIGNATURE: |
|             |             |            |

APPROVED FOR THE DEPARTMENT OF TRANSPORTATION BY:

|              |             |            |
|--------------|-------------|------------|
| NAME: _____  | DATE: _____ | SIGNATURE: |
| TITLE: _____ |             |            |







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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Gary Shimun, Town Administrator / 797-1030

**PREPARED BY:** Phillip R. Holste, Program Manager / 797-1041

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** 3

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AND FILE AN AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR OPEN SPACE SITE OS-77, ALSO KNOWN AS MATH IGLER GROVE.

**REPORT IN BRIEF:** The Math Iglers Grove parcel was acquired by the Town of Davie through the Broward County Conservation, Green Space, and Open Space Land Acquisition Bond Program on December 19, 2003 (Site OS-77). As required by the terms and conditions of the bond program, the Town filed a "Declaration of Restrictive Covenants" in the Public Records of Broward County on December 4, 2003 to preserve it as open space for recreational use in perpetuity. Due to arsenic contamination discovered during the due diligence process, the Town filed an updated "Declaration of Restrictive Covenants" that incorporated language required by the State of Florida. This declaration was approved by the Town Council through R2004-150.

In June 2006, the Town and its consultant, Envirotek submitted a soil removal plan for the arsenic impacted soil. This plan was subsequently approved by Broward County Environmental Protection Department (EPD). In August 2006, Envirotek completed the removal of this soil based upon the approved plan. In November 2006, EPD approved the soil removal report with the recommendation of no further action without conditions. Furthermore, EPD requested the execution of an amended restrictive covenants for the site. The proposed amended declaration of restrictive covenants will include recitals language reflecting the approved removal of the contaminated soil. Furthermore, these covenants will remove language restricting the use of the arsenic-contaminated area (Section 2e).

**PREVIOUS ACTIONS:** R2004-150 (Updated Declaration of Restrictive Covenants); Original declaration was filed on December 4, 2003.

**CONCURRENCES:** The Declaration of Restrictive Covenants were reviewed and approved as to form and legality by the Town Attorney.

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Exhibit I: Amended Declaration of Restrictive Covenants, Exhibit II: Broward County letter approving soil removal report, Exhibit III: EnviroTek soil removal report

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AND FILE AN AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR OPEN SPACE SITE OS-77, ALSO KNOWN AS MATH IGLER GROVE.

WHEREAS, the Town of Davie participated with Broward County in the acquisition of a parcel of property known as Math Igler Grove, Site #OS-77, which is located at 2581 South Hiatus Road; and

WHEREAS, this property was acquired through the Broward County Conservation, Green Space, and Open Space Land Acquisition Bond Program; and

WHEREAS, the Town of Davie restricted the use of Site OS-77 through a declaration of restrictive covenants approved as R2004-150; and

WHEREAS, the Town of Davie removed arsenic-contaminated soil at the site based upon the Broward Environmental Protection Department (EPD)-approved soil removal plan; and

WHEREAS, Broward EPD approved the soil removal report for the site and the recommendation for no further action without conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The Town of Davie does hereby authorize the Mayor and Town Administrator to execute the Amended Declaration of Restrictive Covenants for Site OS-77, Math Igler Grove, attached as "Exhibit A" and to file the executed document in the public records of Broward County.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

## Exhibit I: Amended Declaration of Restrictive Covenants

Return recorded document to:  
Environmental Protection Department  
Pollution Prevention and Remediation Division  
EAR Section  
115 S. Andrews Ave., Room A-240  
Ft. Lauderdale, FL 33301

Document prepared by:

Town of Davie  
6591 Orange Drive  
Davie, FL 33314

---

### AMENDED DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDED DECLARATION OF RESTRICTIVE COVENANTS, is made this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by Town of Davie, hereinafter referred to as "PROPERTY  
OWNER."

#### WITNESSETH

WHEREAS, PROPERTY OWNER is the fee title owner of that certain real property located  
in Broward County, Florida, as described in Exhibit "A," attached hereto and made a part hereof,  
(the PROPERTY); and

WHEREAS, the PROPERTY was acquired in whole or in part through Broward County's  
Conservation, Green Space and Open Space Land Acquisition Bond Program; and

WHEREAS, the use of the PROPERTY shall be in accordance with the provisions of the  
terms and conditions contained in the Broward County's Land Preservation Bond Program, as set  
forth in Broward County Resolution No. 2000-1230 and the Interlocal Agreement (the  
AGREEMENT) approved by the Board of County Commissioners of Broward County, FL (the  
BOARD) on the 2<sup>nd</sup> day of December 2003; and

WHEREAS, the PROPERTY is subject to a Declaration of Restrictive Covenants that was  
executed by the Town of Davie on the 7<sup>th</sup> day of July, 2004, and recorded in the Public Records of  
Broward County in Book 37952, Pages 1387-1393 and in Book 38538, Pages 248-254; and

WHEREAS, PROPERTY OWNER and the Broward County Board of County Commissioners  
("BOARD") wish to amend the Declaration of Restrictive Covenants for the PROPERTY to remove  
restrictions relating to previous arsenic contamination, which amendment requires the approval of  
the BOARD.

CAF#552  
03/16/07 Revised

NOW, THEREFORE, PROPERTY OWNER declares and the BOARD has approved the following amendments to the Declaration of Restrictive Covenants for the PROPERTY recorded in the Public Records of Broward County in Book 37952, Pages 1387-1393 and in Book 38538, Pages 248-254:

1. RECITALS.

Recitals previously incorporated into the Restrictive Covenants are removed and replaced by the following recitals:

Arsenic contamination was identified in soils at the Property at concentrations exceeding the Soil Cleanup Target Levels of Chapter 62-777, Florida Administrative Code (F.A.C.). This contamination is documented in Environmental Site Assessment Reports, dated March 5, 2003, through September 9, 2003, and prepared by Water Restoration, Inc. These documents are on file at the Broward County Environmental Protection Department ("EPD"), formerly known as the Broward County Department of Planning and Environmental Protection or DPEP, and are incorporated by reference. Contaminated soils not covered by an impervious surface were subsequently removed and properly disposed.

Broward County EPD agreed to issue a No Further Action Approval Letter with Conditions (hereinafter "Conditional Approval") upon recordation of the Declaration executed on July 7, 2004, and EPD could unilaterally revoke the Order if the conditions of that Declaration or of the Conditional Approval were not met. Additionally, in the event that a subsequent contaminant discharge occurred at the site, EPD could require site rehabilitation to reduce concentrations of contamination to the levels allowed by Chapter 62-777, F.A.C. The Conditional Approval relating to PROPERTY OWNER is on file with Broward County EPD.

PROPERTY OWNER subsequently excavated and properly disposed of arsenic-impacted soils that were previously covered by impervious surface. PROPERTY OWNER submitted a "Soil Removal Report" dated September 27, 2006 to Broward County DEP as prepared by PROPERTY OWNER'S consultant, TankTek Environmental Services, Inc. EPD approved the Report and concurred with the recommendation of No Further Action Without Conditions as described in Section 62-780.680(1), F.A.C. on November 6, 2006. The Report and approval letter are on file with EPD. EPD has agreed to issue a No Further Action Without Conditions Letter for PROPERTY upon recordation of this Declaration.

The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. RESTRICTIONS.

Section 2(e) is removed.

COVENANT RUNNING WITH THE LAND

This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the PROPERTY described in Exhibit "A," and shall be binding on all persons and entities acquiring title to or use of the PROPERTY.

Except as amended herein, all other terms and conditions of the Declaration of Restrictive Covenants executed on July 7, 2004 and recorded in Book 37952, Pages 1387-1393 and in Book 38538, Pages 248-254 shall remain in full force and effect.

EFFECTIVE DATE

This Amended Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Broward County, Florida.

**IN WITNESS WHEREOF**, \_\_\_\_\_ has hereunto set its authorized hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESSES:

TOWN OF DAVIE

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Town Administrator

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney



## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

#### LEGAL DESCRIPTION

That portion of Tract 56, Section 13, Township 50 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, according to the plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, more particularly described as follows: Commence at the Southeast corner of said Section 13; thence Northerly along the East boundary of said Section 13, a distance of 50 feet to the Point of Beginning; thence continuing along the aforesaid corner, a distance of 240 feet; thence Westerly and parallel to the South boundary of said Section 13; to the Southerly bank of a drainage canal; thence meandering said drainage canal in a Westerly and Southerly direction to an intersection with a line 50 feet North of and parallel to the South boundary of said Section 13; thence Easterly along said line to an intersection with the East boundary of said Section 13 and the Point of Beginning;

EXCEPT THAT PORTION THEREOF described as follows:

A portion of Tract 56, Section 13, Township 50 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, according to the Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 13; thence Northerly along the East line of said Section 13, a distance of 61.26 feet to the Point of Beginning of this description; thence Westerly making an included angle of 73°26'00", a distance of 70.04 feet; thence Northwesterly, making an included angle of 146°30'00", a distance of 94.10 feet; thence Northwesterly, making an included angle of 169°12'40", a distance of 42.65 feet; thence Northerly, making an included angle of 157°55'00", a distance of 80 feet, more or less, to the Southerly bank of a drainage canal; thence meander Northeasterly, along said drainage canal, to the intersection with a line parallel with and 40 feet West of the East line of said Section 13; thence Easterly, along a line parallel with the South line of said Section 13; a distance of 40 feet, to the East line of said Section 13; thence Southerly along the East line of said Section 13, a distance of 228.74 feet to the Point of Beginning.

TOGETHER WITH

A portion of Tract 56, Section 13, Township 50 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, according to the Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 13; thence Northerly along the East line of said Section 13, a distance of 61.26 feet to the Point of Beginning of this description; thence Westerly making an included angle of 73°26'00", a distance of 70.04 feet; thence Northwesterly, making an included angle of 146°30'00", a distance of 94.10 feet; thence Northwesterly, making an included angle of 169°12'40", a distance of 42.65 feet; thence Northerly, making an included angle of 157°55'00", a distance of 80 feet, more or less, to the Southerly bank of a drainage canal; thence meander Northeasterly, along said drainage canal, to the intersection with a line parallel with and 40 feet West of the East line of said Section 13; thence Easterly, along a line parallel with the South line of said Section 13; a distance of 40 feet, to the East line of said Section 13; thence Southerly along the East line of said Section 13, a distance of 228.74 feet to the Point of Beginning.

SUBJECT TO THE FOLLOWING:

1. A road reservation over and across the Easterly 15 feet thereof.

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

**ALSO KNOWN AS:**

A portion of Tract 56, Section 13, Township 50 South, Range 40 East, "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1", according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, being more particularly described as follows:

**COMMENCE** at the Southeast corner of said Section 13;

THENCE North 00°09'24" West on the East line of said Section 13, a distance of 50.00 feet;

THENCE South 89°39'55" West a distance of 15.00 feet to the **POINT OF BEGINNING** (NO.2) and a point on the Easterly Plot Limit line of "CRYSTAL GROVE ESTATES", according to the Plat thereof, as recorded in Plat Book 144, Page 17, of the Public records of Broward County, Florida;

THENCE continue on said Easterly Plot Limit line the ten(10) following courses and distances:

1. Continue South 89°39'55" West, a distance of 326.34 feet;
2. North 03°48'25" East, a distance of 44.61 feet;
3. North 11°51'18" East, a distance of 35.77 feet;
4. North 23°39'26" East, a distance of 51.48 feet;
5. North 41°08'11" East, a distance of 55.07 feet;
6. North 59°07'54" East, a distance of 48.01 feet;
7. North 68°32'02" East, a distance of 79.90 feet;
8. North 82°10'27" East, a distance of 58.00 feet;
9. North 78°52'40" East, a distance of 61.39 feet;

10. North 89°39'54" East, a distance of 25.22 feet to a point on a line 15 feet West of and parallel to the East line of said Section 13, Township 50 South, Range 40 East;

THENCE South 00°09'24" East on said parallel line, a distance of 240.00 feet to the **POINT OF BEGINNING** (NO.2).

Said lands lying and being in the Town of Davie, Broward County, Florida, containing 63,909 Square feet (1.4671 Acres), more or less.

Exhibit II: Broward County letter approving soil removal report



ENVIRONMENTAL PROTECTION DEPARTMENT – Pollution Prevention and Remediation Division  
Mailing Address: 115 South Andrews Avenue, Room A-240 • Fort Lauderdale, Florida 33301  
954-519-1260 • FAX 954-765-4804

November 6, 2006

Mr. Ronald K. Pursell  
Town of Davie  
6901 Orange Dr.  
Davie, FL 33314-3399  
Also sent via facsimile: (954) 797-1148

**RE: Soil Removal Report and No Further Action Proposal**  
**Former Math Iglar Property, 2581 S Hiatus Rd., Davie 33325**

Dear Mr. Pursell:

The Pollution Prevention and Remediation Division (Division) has reviewed the Soil Removal Report (Report) for the referenced site, dated September 27, 2006 (received October 4, 2006), prepared and submitted by your consultant, TankTek Environmental Services, Inc., dba Envirotek (EnviroTek). The Report documents the excavation and proper disposal of arsenic-impacted soils, as approved by the Division in correspondence dated June 20, 2006. The Report also contains a recommendation that the site be found eligible for No Further Action without Conditions, as described in Section 62-780.680(1), Florida Administrative Code.

The Division hereby approves the Report and concurs with the recommendation of No Further Action without Conditions. At this time, it will be necessary for the Town of Davie to prepare and submit a draft Amended Declaration of Restrictive Covenant (Declaration) which will effectively supersede the Declaration executed on July 7, 2004, and filed for this property with Broward County Records in Book 37952, Pages 1387 – 1393. Specifically, Section 1 (Recitals) will need to be revised to reflect the approved removal of the contaminated soils and Section 2(e) will need to be removed altogether.

Please submit the draft Amended Declaration to the Division no later than **February 9, 2007**. The draft Amended Declaration will be referred to the Broward County Attorney's Office for review and approval. If you have any questions or concerns, please feel free to contact me at (954) 519-1478 or [dvanlandingham@broward.org](mailto:dvanlandingham@broward.org).

Sincerely,  
POLLUTION PREVENTION AND REMEDIATION DIVISION

  
David Vanlandingham, P.E.  
Engineer IV

cc: Lorenzo Fernandez, P.E., Manager, EAR Section  
Scott Park, Land Preservation Section  
David A. Stedje, P.G., EnviroTek

Broward County Board of County Commissioners  
Josephus Eggleston, Jr. • Ben Graber • Sue Gunzburger • Kristin D. ... • Jim Scott • Diana Wasserman-Rubin • Lois Wexler  
[www.broward.org](http://www.broward.org)

Exhibit III: EnviroTek soil removal report



September 27, 2006

Mr. Ronald Keith Pursell  
Town of Davie  
Public Works Department  
6901 Orange Drive,  
Davie, Florida 33314  
Telephone: 954-797-1191

Re: Soil Removal Report  
Former Math Igler Property  
2581 Hiatus Road  
Davie, Florida 33325  
Project 06-110

Dear Mr. Purcell:


In accordance with our approved *Soil Testing Results and Soil Removal Plan dated June 1, 2006* which was approved by the Broward County Environmental Protection Department (EPD) on June 20, 2006, TankTek, Inc. (dba Envirotek) has completed the Soil Removal activities at the former Math Igler Property. This report contains a summary of the removal and assessment activities completed on August 10, 2006.

The results of the study and our recommended course of action are presented herein. This report and the recommendations herein are in accordance with the provisions of Florida Statutes, Chapter 492 and have been prepared under the direct supervision of a Professional Geologist registered in the State of Florida. This report has been determined to be in accordance with good professional geology practices pursuant to chapter 492 of the Florida Statutes as it applies to the work described herein. EnviroTek makes no other warranty; either expressed or implied, and is not responsible for the interpretation by others of these data.

Two copies of this report will be forwarded to Mr. David Vanlandingham, P.E. of the Broward County EPD for review upon your approval. Please feel free to call me at your earliest convenience with any questions or comments.

Respectfully Submitted,

TankTek, Inc.

  
David A. Stedje, P.G., GHMM  
Professional Geologist  
PG1944

Cc: Mr. David Vanlandingham, P.E., Town of Davie

608 North 19th Street • Tampa, Florida 33605 • 813.909.0040 • Fax 813.909.0042 • Toll Free 800.416.TANK  
www.envirotek1.com

## **PROJECT LOCATION and DESCRIPTION**

The Math Igler property (subject parcel) is located in at 2581 S. Hiatus Road in Davie, Florida. According to the USGS Quadrangle the subject parcel is located entirely within Section 13, Township 50 south and Range 40 East. The property is located within an area of Davie that was formerly used for citrus growing and processing. The parcel is currently vacant.

Previous assessments of the site detected arsenic impacted soils in the vicinity of floor drains used for a former fruit washing and packing operation that remained operational at the site until around 1990. The source of the arsenic impacts was not determined during previous investigations but may have been related to the fruit wash water which discharged directly to the site through the floor drains. The concrete flooring that remained from the former packing house was demolished in April 2006.

EnviroTek completed an assessment of the arsenic impacts to the soils prior to conducting the soil removal action. The assessment results and soil removal plan were presented in a report dated June 1, 2006. The Broward County EPD approved the Soil Removal Plan in a letter dated June 20, 2006 and requested that the Soil Removal Report contain recommendations (if applicable) for No Further Action and removal of the restrictions that currently apply to the property.

Figure 1 illustrates the project location overlay on a 2004 USGS Quadrangle map.

## **PROJECT OBJECTIVE**

The purpose of this Soil Removal was to remediate arsenic impacts present at the site prior to the Town of Davies acquisition of the property and to allow the removal of engineering and institutional restrictions previously placed on the property.

## **SCOPE OF WORK**

To achieve the project objective the following scope of work was performed:

- The removal and disposal at a permitted landfill facility of approximately 538 tons of arsenic impacted soil.
- The collection and laboratory analysis by EPA Method 6010B of six soil samples following the soil removal activities.

## **SOIL REMOVAL**

On August 10 and 11, 2006, EnviroTek excavated 538.06 tons of arsenic impacted soil from the subject property. The excavation area was based on the results of the assessment completed by EnviroTek and the approved soil removal plan dated June 1, 2006. The soil boring locations from the initial assessment and field measurements were used to define the area requiring the excavation. The excavation matched the removal plan presented in our report. Essentially, the excavation matched the former foundation of the fruit processing. The foundation was approximately two feet above grade. The excavated soils were transported to the JED Omni Waste Landfill for disposal. Copies of the weigh tickets and disposal manifests are included in Appendix A. The excavated area is shown on Figure 2.

## **ASSESSMENT**

All field assessment activities were performed in accordance with the Florida Department of Environmental Protection's (FDEP) Standard Operational Procedures (SOP). Environmental Science Corporation, a NELAC certified laboratory, performed laboratory analytical procedures for the testing conducted by EnviroTek. The fieldwork was completed on August 10, 2006.

Six soil samples were collected from the perimeter of the excavated area at one foot below grade. The soil samples from each boring were labeled consecutively from SS-1c through SS-6c. The six soil samples were collected, sealed and immediately placed on ice prior to delivery to ESC for analysis of total arsenic by EPA Method 6010B.

The results from the soil sample analysis are discussed in detail in the following section. The soil sample locations are depicted on Figure 3.

## **ASSESSMENT RESULTS**

Where appropriate, the laboratory analytical results have been compared to the Chapter 62-777, FAC, Soil Cleanup Target Levels (SCTLs). The laboratory analytical reports for the soil assessment are included in Appendix B. The following discussion presents the results of the field and laboratory analysis of the collected soil samples.

None of the six soil samples collected as part of the current assessment indicated arsenic concentrations above the applicable Chapter 62-777, FAC Residential Soil Cleanup Target Level (SCTL) of 2.1 milligrams per kilogram (mg/kg).

## **CONCLUSIONS**

Based on the soil sampling conducted prior to and after the soil removal, the area of arsenic impacted soils detected during previous assessments within and around the former fruit processing facility have been removed and disposed off-site.

## **RECOMMENDATIONS**

In accordance with Chapter 62-780, FAC, we recommend No Further Action with respect to the arsenic impacts to the subject parcel. Accordingly, we suggest the removal of the engineering and institutional controls for the site upon the approval of this No Further Action request by the applicable regulatory agencies and their issuance of a Site Rehabilitation Completion Order pursuant to State of Florida applicable rules and guidelines.

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman/797-1016

**PREPARED BY:** Herb Hyman/797-1016

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF GLOBALTECH, INC. TO DESIGN/BUILD A COLOR REMOVAL SYSTEM AT THE WATER TREATMENT PLANT AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

**REPORT IN BRIEF:** The Town solicited competitive sealed proposals for consulting services to design/build a color removal system at the water treatment plant. RFP documents were sent to eighteen (18) prospective proposers. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received four (4) proposals. The selection committee heard oral presentations from the short listed firms. Following oral presentations, the selection committee ranked the firms. The recommendation is for Globaltech, Inc. as the top ranked firm in accordance with the ranking totals attached hereto.

**PREVIOUS ACTIONS:** Not applicable.

**CONCURRENCES:** The firm of Globaltech, Inc. was chosen by the selection committee.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: To be negotiated with the highest ranked firm.

Account Name: Utilities Department-Capital Outlay Account

Additional Comments:

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Procurement Authorization

Selection Committee Rankings

Incorporation information



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF GLOBALTECH, INC. TO DESIGN/BUILD A COLOR REMOVAL SYSTEM AT THE WATER TREATMENT PLANT AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals to design/build a color removal system at the water treatment plant; and

WHEREAS, the selection committee has selected Globaltech, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Globaltech, Inc. as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_

TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007



# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

| ACCOUNT NUMBER    | BUDGET ITEM & DESCRIPTION                  | APPROXIMATE COST |
|-------------------|--|------------------|
| 040-1058-536-6400 | Water Treatment Plant Color Removal System | \$1,750,000      |

**METHOD OF PROCUREMENT (check the one that applies)**

- ☐ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source  
☒ Request for Qualifications

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed *Oliver Taylor*  
Department Head

Have Funds been Reserved RES. 35400

Date 12/28/06 Signed *[Signature]*

Signed *Mary Shuman*  
Town Administrator

**BIDS SUBMITTED**

| VENDOR                     | COST                         |
|----------------------------|------------------------------|
| <u>GLOBALTECH, INC</u>     | <u>RANKED 1<sup>ST</sup></u> |
| <u>CARDINAL CONTROLS</u>   | <u>RANKED 2<sup>ND</sup></u> |
| <u>GE WATER TECHNOLOGY</u> | <u>RANKED 3<sup>RD</sup></u> |
| <u>DOOSAN HYDRO</u>        | <u>RANKED 4<sup>TH</sup></u> |
|                            |                              |
|                            |                              |
|                            |                              |
|                            |                              |
|                            |                              |

Signed *Hubert [Signature]*  
Procurement Manager

**BID SPECIFICATION COMMITTEE'S RECOMMENDATION**

| Vendor                  | Cost                         |
|-------------------------|------------------------------|
| <u>GLOBALTECH, INC.</u> | <u>RANKED 1<sup>ST</sup></u> |

|    | A                | B                       | C                      | D               | E               |
|----|------------------|-------------------------|------------------------|-----------------|-----------------|
| 1  |                  |                         |                        |                 |                 |
| 2  |                  |                         |                        |                 |                 |
| 3  |                  |                         |                        |                 |                 |
| 4  |                  |                         |                        |                 |                 |
| 5  |                  |                         |                        |                 |                 |
| 6  | COMMITTEE MEMBER | CARDINAL<br>CONTRACTORS | GE WATER<br>TECHNOLOGY | DOOSAN<br>HYDRO | GLOBAL<br>TECH  |
| 7  |                  |                         |                        |                 |                 |
| 8  |                  |                         |                        |                 |                 |
| 9  | C. MENKE         | 4                       | 3                      | 2               | 1               |
| 10 | R. MUNIZ         | 2                       | 3                      | 4               | 1               |
| 11 | M. KUTNEY        | A                       | B                      | E               |                 |
| 12 | L. PETERS        | 2                       | 3                      | 4               | 1               |
| 13 | K. COHEN         | 2                       | 4                      | 3               | 1               |
| 14 | B. TAYLOR        | 2                       | 3                      | 4               | 1               |
| 15 | H. HYMAN         | 2                       | 3                      | 4               | 1               |
| 16 |                  |                         |                        |                 |                 |
| 17 | TOTAL            | 14                      | 19                     | 21              | 6               |
| 18 |                  |                         |                        |                 |                 |
| 19 | RANKING          | 2 <sup>ND</sup>         | 3 <sup>RD</sup>        | 4 <sup>TH</sup> | 1 <sup>ST</sup> |
| 20 |                  |                         |                        |                 |                 |

## Vendor/Bidder Disclosure

I, Bernard P. Gandy, being first duly sworn state that:  
 The full legal name and business address of the person(s) or entity contracting with the  
 Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Globaltech, Inc.  
 Address: 4722 NW Boca Raton Blvd, Suite C103  
Boca Raton, FL 33431  
 FEIN 65-0577611  
 State and date of incorporation Florida 1994

### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| Full Legal Name  | Address   | Ownership |
|------------------|---|-----------|
| Bernard P. Gandy | 4722 NW Boca Raton Blvd. Ste C103<br>Boca Raton, FL 33431 | 80 %      |
| Troy L. Lyn      | 4722 NW Boca Raton Blvd. Ste C103<br>Boca Raton, FL 33431 | 20 %      |
|                  |   | %         |
|                  |   | %         |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| Full Legal Name | Address |
|-----------------|---------|
|                 |         |
|                 |         |
|                 |         |
|                 |         |


By: [Signature]  
Signature of Affiant

Date: 2/12/07

Bernard P. Gandy  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12<sup>th</sup> day of February 2007, by Bernard P. Gandy he she is personally known to me or has presented \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida at Large

 Deborah Misterka  
Commission #DD225415  
Print or Stamp of Notary Public Jun 22, 2007  
Boned Thru  
Atlantic Bonding Co., Inc.

Serial Number

My Commission Expires : 6/22/07

Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

|  |  |
|--|--|
| Name (as shown on your income tax return)<br><b>Globaltech, Inc.</b>   |  |
| Business name, if different from above   |  |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | <input type="checkbox"/> Exempt from backup<br>withholding |
| Address (number, street, and apt. or suite no.)<br><b>4722 NW Boca Raton Blvd., Suite C103</b>   |  |
| City, state, and ZIP code<br><b>Boca Raton, FL 33431</b>   |  |
| List account number(s) here (optional)   |  |
| Requester's name and address (optional)  |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

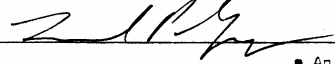
|                                |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |
|                                |   |   |   |   |   |   |   |   |
| or                             |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |
| 6                              | 5 | 0 | 5 | 7 | 7 | 6 | 1 | 1 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|           |   |                       |
|-----------|---|-----------------------|
| Sign Here | Signature of U.S. person ▶  | Date ▶ <b>2/12/07</b> |
|-----------|---|-----------------------|

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

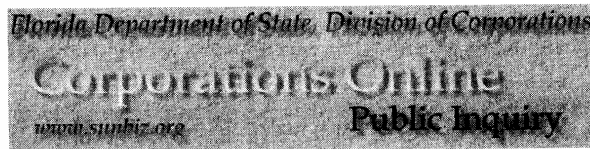
For federal tax purposes, you are considered a partner if you are:

- An individual who is a citizen or resident of the United States;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



## Florida Profit

### GLOBALTECH, INC.

PRINCIPAL ADDRESS  
4722 NW BOCA RATON BLVD  
SUITE C103  
BOCA RATON FL 33431 US  
Changed 05/06/1997

MAILING ADDRESS  
4800 N FEDERAL HWY.  
SUITE 307B  
BOCA RATON FL 33431  
Changed 05/14/2002

**Document Number**  
P95000030137

**FEI Number**  
650577611

**Date Filed**  
04/05/1995

**State**  
FL

**Status**  
ACTIVE

**Effective Date**  
04/01/1995

## Registered Agent

| Name & Address  |
|---|
| CAP SERVICE CORPORATION<br>4800 N FEDERAL HWY.<br>SUITE 307B<br>BOCA RATON FL 33431 |
| Name Changed: 05/14/2002  |
| Address Changed: 05/14/2002   |

## Officer/Director Detail

| Name & Address   | Title |
|--|-------|
| GANDY, BERNARD P<br>4722 NW BOCA RATON BLVD<br>BOCA RATON FL 33431 | P     |
| LYN, TROY L<br>4722 N.W. BOCA RATON BLVD. STE C103                 | V     |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=P95000030137&n2=NAMFW...> 3/30/2007



BOCA RATON FL 33431

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2004        | 04/22/2004 |
| 2005        | 04/29/2005 |
| 2006        | 04/26/2006 |

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No Events  
No Name History Information

### Document Images

Listed below are the images available for this filing.

[04/26/2006 -- ANN REP/UNIFORM BUS REP](#)  
[04/29/2005 -- ANN REP/UNIFORM BUS REP](#)  
[04/22/2004 -- ANN REP/UNIFORM BUS REP](#)  
[04/28/2003 -- ANN REP/UNIFORM BUS REP](#)  
[05/14/2002 -- ANNUAL REPORT](#)  
[02/01/2001 -- ANNUAL REPORT](#)  
[06/10/2000 -- Annual Report](#)  
[04/26/1999 -- ANNUAL REPORT](#)  
[03/16/1998 -- ANNUAL REPORT](#)  
[05/06/1997 -- ANNUAL REPORT](#)  
[07/09/1996 -- ANNUAL REPORT](#)

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)[Corporations Help](#)

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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman/797-1016

**PREPARED BY:** Herb Hyman/797-1016

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF AON CONSULTING, INC. TO PROVIDE HEALTH INSURANCE CONSULTANT SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

**REPORT IN BRIEF:** The Town solicited competitive sealed proposals for health insurance consultant services. RFP documents were sent to forty-seven (47) prospective proposers. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received nine (9) responses (eight (8) proposals and one (1) "no bid" response.). The selection committee short listed the top five proposers to make an oral presentation. Following oral presentations, the selection committee ranked the firms. The selection committee recommends Aon Consulting, Inc. in accordance with the ranking totals attached hereto. The initial contract will be a one (1) year contract.

**PREVIOUS ACTIONS:** Not applicable.

**CONCURRENCES:** Aon Consulting, Inc. was chosen by the selection committee.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: To be negotiated with the highest ranked firm.

Account Name: Self Insurance-Administrative Cost

Additional Comments:

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Procurement Authorization  
Selection Committee Rankings  
Incorporation information

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF AON CONSULTING, INC. TO PROVIDE HEALTH INSURANCE CONSULTANT SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals to provide health insurance consultant services; and

WHEREAS, the selection committee has selected Aon Consulting, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Aon Consulting, Inc. as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

| ACCOUNT NUMBER.                   | BUDGET ITEM & DESCRIPTION   | APPROXIMATE COST |
|-----------------------------------|-----------------------------|------------------|
| 051-0271-562-0352                 | Health Insurance Consultant | \$95,000.00      |
| <i>SELF INSURANCE-ADMIN COST.</i> |                             |                  |

METHOD OF PROCUREMENT (check the one that applies)

- ☐ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source  
☒ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed \_\_\_\_\_  
 Department Head

Have Funds been Reserved RESV. 35787  
 Date 4/10/07 Signed (Signature)

Signed \_\_\_\_\_  
 Town Administrator

| VENDOR                 | BIDS SUBMITTED | COST                  |
|------------------------|----------------|-----------------------|
| AON CONSULTING         | RANKED         | 1 <sup>ST</sup>       |
| CAPRETTA & ASSOCIATES  | RANKED         | 2 <sup>ND</sup>       |
| GALLAGHER BENEFITS     | RANKED         | 3 <sup>RD</sup> (TIE) |
| SAPORNIK INSURANCE     | RANKED         | 3 <sup>RD</sup> (TIE) |
| RIDDERS INSURANCE      | RANKED         | 5 <sup>TH</sup>       |
| MILLIMAN, INC.         | NOT RANKED     |                       |
| U.S. SOUTH EAST        | NOT RANKED     |                       |
| EMPLOYERS MUTUAL       | NOT RANKED     |                       |
| JOHN'S EASTERN COMPANY | NO BID         |                       |

Signed \_\_\_\_\_  
 Procurement Manager

| BID SPECIFICATION COMMITTEE'S RECOMMENDATION |                        |
|--|------------------------|
| Vendor                                       | Cost                   |
| AON CONSULTING                               | RANKED 1 <sup>ST</sup> |

|    | A                                | B               | C               | D               | E               | F               |
|----|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 1  |                                  |                 |                 |                 |                 |                 |
| 2  |                                  |                 |                 |                 |                 |                 |
| 3  |                                  |                 |                 |                 |                 |                 |
| 4  |                                  |                 |                 |                 |                 |                 |
| 5  |                                  |                 |                 |                 |                 |                 |
| 6  | COMMITTEE MEMBER                 | AON             | CAPRETTA        | GALLAGHER       | SAPOZNIK        | RHODES          |
| 7  |                                  | CONSULTANTS     | & ASSOCIATES    | BENEFITS        | INSURANCE       | INSURANCE       |
| 8  |                                  |                 |                 |                 |                 |                 |
| 9  | <del>W. UNDERWOOD, M. KANE</del> | 1               | 3               | 2               | 4               | 5               |
| 10 | R. MUNIZ                         | 5               | 2               | 4               | 3               | 1               |
| 11 | M. KUTNEY                        | 1               | 4               | 5               | 2               | 3               |
| 12 | L. PETERS                        | ←               | A B 5           | 6 2             | 7 2             | →               |
| 13 | K. COHEN                         | 3               | 1               | 4               | 2               | 5               |
| 14 | <del>M. ALAN</del> D. LUTZKE     | 3               | 5               | 1               | 4               | 2               |
| 15 | J. PULEO                         | 2               | 1               | 3               | 4               | 5               |
| 16 | B. TRAPANI                       | 3               | 1               | 4               | 2               | 5               |
| 17 | R. MOORE                         | 1               | 4               | 3               | 3               | 5               |
| 18 | H. HYMAN                         | 1               | 2               | 3               | 4               | 5               |
| 19 |                                  |                 |                 |                 |                 |                 |
| 20 | TOTAL                            | 20              | 23              | 28              | 28              | 33              |
| 21 |                                  |                 |                 |                 |                 |                 |
| 22 | RANKING                          | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 3 <sup>rd</sup> | 5 <sup>th</sup> |
| 23 |                                  |                 |                 |                 |                 |                 |

|  |   |   |   |   |    |                                |  |
|--|---|---|---|---|----|--------------------------------|--|
| <b>W-9</b><br>Form<br>(Rev. November 2005)<br>Department of the Treasury<br>Internal Revenue Service   | <b>Request for Taxpayer<br/>Identification Number and Certification</b>   | Give form to the<br>requester. Do not<br>send to the IRS. |   |   |    |                                |  |
| Print or type<br>See Specific Instructions on page 2.  | Name (as shown on your income tax return)<br><b>AON Consulting, Florida</b>   |   |   |   |    |                                |  |
|  | Business name, if different from above<br><b>Aon Consulting, Inc. Florida</b>   |   |   |   |    |                                |  |
|  | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding |   |   |   |    |                                |  |
|  | Address (number, street, and apt. or suite no.)<br><b>1001 Brickell Bay Drive, Suite 1000</b>   |   |   |   |    |                                |  |
|  | City, state, and ZIP code<br><b>Miami, FL 33131</b>   |   |   |   |    |                                |  |
| List account number(s) here (optional)   |   |   |   |   |    |                                |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>   |   |   |   |   |    |                                |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.<br><b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.  |   |   |   |   |    |                                |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <div style="display: flex; justify-content: space-around;"> <div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </div> </div></td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> </td> </tr> </table> |   |   | Social security number  | <div style="display: flex; justify-content: space-around;"> <div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </div> </div> | or | Employer identification number | <div style="border-bottom: 1px solid black; width: 100%;"></div> |
| Social security number   |   |   |   |   |    |                                |  |
| <div style="display: flex; justify-content: space-around;"> <div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </div> </div>  |   |   |   |   |    |                                |  |
| or   |   |   |   |   |    |                                |  |
| Employer identification number   |   |   |   |   |    |                                |  |
| <div style="border-bottom: 1px solid black; width: 100%;"></div>   |   |   |   |   |    |                                |  |
| <b>Part II Certification</b>   |   |   |   |   |    |                                |  |
| Under penalties of perjury, I certify that:  |   |   |   |   |    |                                |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and<br>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and<br>3. I am a U.S. person (including a U.S. resident alien).  |   |   |   |   |    |                                |  |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)  |   |   |   |   |    |                                |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> <b>Sign Here</b><br/>         Signature of U.S. person <i>John Williams</i> </td> <td style="width: 50%;">         Date <i>1-2-07</i> </td> </tr> </table>  |   |   | <b>Sign Here</b><br>Signature of U.S. person <i>John Williams</i> | Date <i>1-2-07</i>  |    |                                |  |
| <b>Sign Here</b><br>Signature of U.S. person <i>John Williams</i>  | Date <i>1-2-07</i>  |   |   |   |    |                                |  |
| <b>Purpose of Form</b><br>A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  |   |   |   |   |    |                                |  |
| <b>U.S. person.</b> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:   |   |   |   |   |    |                                |  |
| 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),<br>2. Certify that you are not subject to backup withholding, or<br>3. Claim exemption from backup withholding if you are a U.S. exempt payee.   |   |   |   |   |    |                                |  |
| In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.   |   |   |   |   |    |                                |  |
| <b>Note.</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.   |   |   |   |   |    |                                |  |
| For federal tax purposes, you are considered a person if you are:  |   |   |   |   |    |                                |  |
| <ul style="list-style-type: none"> <li>• An individual who is a citizen or resident of the United States,</li> <li>• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or</li> <li>• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.</li> </ul>   |   |   |   |   |    |                                |  |
| <b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.  |   |   |   |   |    |                                |  |
| The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:  |   |   |   |   |    |                                |  |
| <ul style="list-style-type: none"> <li>• The U.S. owner of a disregarded entity and not the entity,</li> </ul>   |   |   |   |   |    |                                |  |



## Town of Davie Vendor/Bidder Disclosure

I, Keith Williams, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Aon Consulting Inc, Florida  
Address: 1001 Brickell Bay Dr Suite 1000  
Miami, FL 33131  
FEIN 36-4254410  
State and date of incorporation Florida 1998

### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

| Full Legal Name | Address | Ownership |
|-----------------|---------|-----------|
| <u>N/A</u>      |         | %         |
|                 |         | %         |
|                 |         | %         |
|                 |         | %         |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

By: Keith Williams

Signature of Affiant

Date: 1-2-07Keith Williams

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 2 day of January 2007, by Keith K. Williams, he/she is personally known to me or has presented Driver's License as identification.

Solvey M. Martinez

Notary Public, State of Florida at Large

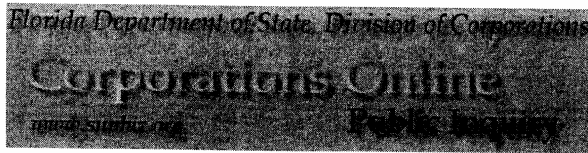


Solvey M. Martinez  
Commission #DD40775  
Expires: Mar 15, 2009  
Bonded Thru  
Atlantic Bonding Co., Inc.

Print or Stamp of Notary

Serial Number

DD 40775My Commission Expires: March 15, 2009



## Florida Profit

### AON CONSULTING, INC.

**PRINCIPAL ADDRESS**  
 200 E. RANDOLPH STREET  
 CHICAGO IL 60601  
 Changed 04/14/2004

**MAILING ADDRESS**  
 P.O BOX 8264  
 CHICAGO IL 60680-8264  
 Changed 04/08/2003

**Document Number**  
 P98000088798

**FEI Number**  
 364254410

**Date Filed**  
 10/16/1998

**State**  
 FL

**Status**  
 ACTIVE

**Effective Date**  
 NONE

**Last Event**  
 AMENDMENT

**Event Date Filed**  
 09/14/2001

**Event Effective Date**  
 NONE

## Registered Agent

| Name & Address   |
|--|
| CORPORATION SERVICE COMPANY<br>1201 HAYS STREET<br>TALLAHASSEE FL 32301-2525 |
| Name Changed: 10/03/2002   |
| Address Changed: 10/03/2002  |

## Officer/Director Detail

| Name & Address   | Title |
|--|-------|
| VAUGHN, ROGER L<br>200 E RANDOLPH ST 4TH FLOOR<br>CHICAGO IL 60601 | D     |
| INGRAM, DONALD C<br>200 E RANDOLPH ST 4TH FLOOR                    | PD    |

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=P98000088798&n2=NAMFW...> 4/10/2007

|   |     |
|---|-----|
| CHICAGO IL 60601                                  |     |
| AIGOTTI, DIANE M<br>200 E RANDOLPH ST 4TH FLOOR   | T   |
| CHICAGO IL 60601                                  |     |
| VODZIAK, RICHARD L<br>200 E RANDOLPH ST 4TH FLOOR | AVP |
| CHICAGO IL 60601                                  |     |
| KRAFT, JENNIFER L<br>200 E RANDOLPH ST 4TH FLOOR  | S   |
| CHICAGO IL 60601                                  |     |
| LE VAUGHN HOOKS, HAROLD JR<br>200 E RANDOLPH ST   | VP  |
| CHICAGO IL 60601                                  |     |

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2004        | 04/14/2004 |
| 2005        | 04/15/2005 |
| 2006        | 04/20/2006 |

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No Name History Information

### Document Images

Listed below are the images available for this filing.

|   |
|---|
| <a href="#">04/20/2006 -- ANNUAL REPORT</a>     |
| <a href="#">04/15/2005 -- ANNUAL REPORT</a>     |
| <a href="#">04/14/2004 -- ANNUAL REPORT</a>     |
| <a href="#">04/08/2003 -- ANNUAL REPORT</a>     |
| <a href="#">10/03/2002 -- Reg. Agent Change</a> |
| <a href="#">05/01/2002 -- ANNUAL REPORT</a>     |
| <a href="#">09/14/2001 -- Amendment</a>         |
| <a href="#">05/03/2001 -- ANNUAL REPORT</a>     |
| <a href="#">05/07/2000 -- ANNUAL REPORT</a>     |
| <a href="#">05/04/1999 -- ANNUAL REPORT</a>     |
| <a href="#">10/16/1998 -- Domestic Profit</a>   |

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=P98000088798&n2=NAMFW...> 4/10/2007

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director / (954) 797-1101

**PREPARED BY:** David M. Abramson, Planner III

**SUBJECT:** Developer's Agreement: DA 2-1-07/05-519/The Plaza/11202 State Road 84/Generally located at the southwest corner of State Road 84 and Hiatus Road

**AFFECTED DISTRICT:** District 3

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND THE PLAZA AT DAVIE INC., FOR THE INSTALLATION OF IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY RELATING TO THE PLAZA PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The petitioner's request is for the Town Council of the Town of Davie to authorize the Mayor and Town Administrator to enter into a Regional Road Concurrency Agreement for the installation of improvements to satisfy traffic concurrency for "The Plaza" Plat. The purpose of this agreement was generated on March 1, 2006, when Town Council approved an amendment to the restriction note on the plat; FROM: Parcel A is restricted to 153,122 square feet of commercial use; Parcel B is restricted to 8,750 square feet of commercial; TO: Parcel A is restricted to 183,000 square feet of commercial, Parcel B is restricted to 8,750 square feet of commercial.

In conjunction with this Developer's Agreement, Broward County determined that certain roadway improvements would be necessary to satisfy concurrency requirements. The current owner of "The Plaza" Plat is required to mitigate off-site improvements outside the Town of Davie at the intersection of Nob Hill and Broward Boulevard. These improvements consist of re-striping the north bound lane to include dual right turn lanes and related pavement markings and establish a line of credit in the amount of \$15,631.00 which represents 125% of the costs of the improvements.

The Town of Davie is a party to the agreement because County requires that the Town not issue a certificate of occupancy for any development within the plat until the Town receives confirmation from the County that the payment required for the improvements to satisfy concurrency on the regional road network has been received.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** Yes

Has request been budgeted? n/a

Additional Comments: The petitioner's financial contribution will be received into the Engineering Division/Revenue Account (Account Number 001-0423-341-1105) and will be expended on a local road project to be determined at a later date.

**RECOMMENDATION(S):**

Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration. In addition, the petitioner is voluntarily contributing the same dollar amount to the Town of Davie as required by Broward County for local concurrency relating to local road impacts. The proposed local road project will be determined at a later date.

**Attachment(s):**

Resolution, Justification, Agreement, Plat, Future Land Use Plan Map, Zoning and Aerial Map

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND THE PLAZA AT DAVIE INC.FOR THE INSTALLATION OF IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY RELATING TO “THE PLAZA” PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed plat to be known as “The Plaza” plat was approved by the Town Council of the Town of Davie on February 15, 1984;

WHEREAS, Broward County requires improvements to satisfy concurrency on the regional road network;

WHEREAS, Broward County requires that the Town of Davie not issue a certificate of occupancy on said plat until the Town receives confirmation from the County that the payment required for the improvements to satisfy concurrency on the regional road network has been received.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as an exhibit.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007.

## **Attachment (*Justification*)**

### **The Plaza Plat Justification Statement**

The Plaza Plat is situated at the southwest corner of State Road 84 and Hiatus Road. On 3/01/2006, the Town Council approved a revised site plan and plat note amendment to increase the square footage of the plat to support future development. Subsequently, the applicant filed with Broward County for the plat note amendment, which is required under the Broward County Charter. During the review by Broward County, a concurrency issue was identified that must be mitigated to enable the approval of the plat note by the Broward County Commission. When Broward County reviews a plat note amendment, the TRIPS program identifies links within a radius of the plat that are negatively impacted by the project, and Broward County determines the impacted link that must be mitigated. In the case of The Plaza Plat, the link that was identified is Nob Hill Road between N.W. 12<sup>th</sup> Street and S.W. 2<sup>nd</sup> Street.

Broward County in consultation with McMahon Associates, traffic engineers for The Plaza Plat, has identified an improvement which would mitigate the impacts to the affected roadway link. The intersection improvements at the intersection of Nob Hill Road and Broward Boulevard are re-striping the north bound approach to include dual right turn lanes and related pavement markings. The improvement is identified in the attached Agreement which must be approved by the Town Council and subsequently approved by the Broward County Commission. The sole purpose of the Town's role as a Party to the Agreement is to issue, or to withhold issuance of, permits or a certificate of occupancy, subject to the terms of the Agreement.





THIS INSTRUMENT PREPARED BY  
DANIEL CARWILLAN  
DATE OF RECORDING: 11/11/11  
SHEET 2 OF 3

THE PLAZA  
A PLAT OF A PORTION OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 40 EAST,  
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

PLAT BOOK 462 PAGE 22  
SHEET 2 OF 3

DEDICATION

STATE OF FLORIDA  
COUNTY OF BROWARD  
BEFORE ME, the undersigned authority, on this 11th day of November, 2011, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed.

*[Signature]*  
WITNESSES

By \_\_\_\_\_  
Notary Public in and for the State of Florida  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF BROWARD  
BEFORE ME, the undersigned authority, on this 11th day of November, 2011, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed.

*[Signature]*  
WITNESSES  
By \_\_\_\_\_  
Notary Public in and for the State of Florida  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF BROWARD  
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*[Signature]*  
WITNESSES  
By \_\_\_\_\_  
Notary Public in and for the State of Florida  
My Commission Expires: \_\_\_\_\_

CONSENT OF MORTGAGEE

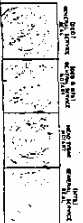
STATE OF FLORIDA  
COUNTY OF BROWARD  
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*[Signature]*  
WITNESSES  
By \_\_\_\_\_  
Notary Public in and for the State of Florida  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF BROWARD  
BEFORE ME, the undersigned authority, on this 11th day of November, 2011, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged to me that he executed the same for the purposes and consideration therein expressed.

*[Signature]*  
WITNESSES  
By \_\_\_\_\_  
Notary Public in and for the State of Florida  
My Commission Expires: \_\_\_\_\_





**Attachment (Agreement)**

Return recorded document to:

Development Management Division  
115 S. Andrews Avenue, A240  
Fort Lauderdale, FL 33301

Document prepared by:

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND/OR PERFORMED.**

**REGIONAL ROAD CONCURRENCY AGREEMENT  
CONSTRUCTION OF IMPROVEMENTS**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

THE PLAZA AT DAVIE, INC., its successors and assigns, hereinafter referred to as "DEVELOPER",

**[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]**

The Town of DAVIE, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

CAF#361  
01/01/04 Revised

1

WHEREAS, DEVELOPER has applied for approval of or an amendment to The Plaza Plat (150-MP-83), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on April 21, 2006, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of an amendment to the PLAT does not satisfy the impact area concurrency standards for the regional road network as stated in the Broward County Land Development Code ("CODE"); and

WHEREAS, DEVELOPER has conducted a study and has determined that certain remedial measures will mitigate the traffic impacts so that the PLAT note amendment will satisfy Broward County concurrency standards; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the PLAT note amendment will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Construction of Improvements.

**PLEASE CHECK THE APPROPRIATE SECTION**

**[ X ] IMPROVEMENTS CONSTRUCTED BY DEVELOPER**

- (a) DEVELOPER agrees to construct the improvements described in Exhibit "B" attached hereto, hereinafter referred to as the "Improvements." DEVELOPER agrees to complete the Improvements prior to receipt of a certificate of occupancy for additional development within the PLAT which is permitted by the PLAT note amendment.
- (b) If the improvements described in Exhibit "B" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to recordation of the agreement amending the note on the face of the PLAT, DEVELOPER shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the Improvements.

- (c) DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, an irrevocable Letter of Credit, attached hereto as Exhibit "C," in the amount of \$15,631.00 in a form acceptable to the COUNTY, which represents 125% of the costs of the Improvements.
- (d) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLAT. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
- (e) Developer agrees that this agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed. However, the amount(s) set forth above which are secured by a letter of credit shall not constitute a lien on the property unless and until the provisions below are activated by the recording of a "Notice of Lien."
- (f) DEVELOPER, its successors and assigns agree that no certificates of occupancy for additional development within the PLAT which is permitted by the PLAT note amendment shall be obtained prior to completion of the Improvements according to the schedule set forth in Exhibit "B." Failure to comply with the above shall constitute a default of this Agreement.
- (g) In the event DEVELOPER defaults under the terms of this Agreement or the COUNTY receives notice that the security will be canceled by the issuing institution, COUNTY shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum or, at the option of the COUNTY, the COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property described in Exhibit "A" in the amount stated above. To the extent that the failed security is attributable to an identified

parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. Such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.

- (h) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S obligations are fully satisfied. Expiration of the security prior to DEVELOPER'S satisfaction of such obligations, or notice to Broward County that the security will expire or be canceled prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (i) In the event the COUNTY determines that the security has been canceled or disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property described in Exhibit "A" for the Outstanding Balance or stated portion thereof. To the extent that the disaffirmed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.
- (j) In the event COUNTY draws on the security in accordance with the provisions of this Agreement, DEVELOPER shall be responsible for COUNTY'S reasonable costs incurred in drawing against the security.
- (k) DEVELOPER agrees that any contract(s) for the Improvements shall:
  - 1. Indemnify and hold harmless COUNTY and TOWN, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of DEVELOPER and persons employed or utilized by or under contract with the DEVELOPER in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require DEVELOPER to indemnify COUNTY and TOWN, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. In the event that any action or proceeding is brought against COUNTY or TOWN by reason of any such claim or demand, DEVELOPER shall, upon written notice from COUNTY

and/or TOWN, resist and defend such action or proceeding by counsel satisfactory to COUNTY and TOWN. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

2. In order to insure the indemnification obligation contained above, the DEVELOPER and/or its contractor shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
3. Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Such policies shall specifically protect COUNTY, the Broward County Board of County Commissioners, TOWN and Town Council of the Town of Southwest Ranches by naming COUNTY, the Broward County Board of County Commissioners, TOWN and Town Council of the Town of Southwest Ranches as additional insureds.
4. Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.



5. Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owne vehicles.  
Hired and non-owned vehicles.  
Employers' non-ownership.

6. Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

7. DEVELOPER shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
8. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

**[ ] IMPROVEMENTS CONSTRUCTED BY COUNTY, CITY OR FDOT**

- (a) If the Improvements are to be constructed by the State of Florida, Department of Transportation (FDOT) or a municipality or a combination thereof, DEVELOPER agrees to pay the amount in Exhibit "B," attached hereto, which represents DEVELOPER's proportionate share of the cost of the Improvements described in Exhibit "B," hereinafter referred to as the Improvements. DEVELOPER agrees that payment must be made to the

municipality or to FDOT (or any combination thereof) either prior to receipt of the first certificate of occupancy for property within Exhibit "A" or within thirty (30) days of receiving notice from COUNTY that payment is due, whichever date occurs first. Failure to comply with the above shall constitute a default of this Agreement.

- (b) If the Improvements are to be constructed solely by the COUNTY, DEVELOPER agrees that payment of the amount in Exhibit "B" shall be made to COUNTY prior to PLAT recordation or recordation of the Agreement amending the Notation on the Face of the PLAT. COUNTY agrees that no security shall be required by the COUNTY since payment shall be made prior to PLAT recordation or recordation of the Agreement amending the Notation on the Face of the PLAT.
  - (c) If the Improvements are to be constructed by the TOWN or FDOT, DEVELOPER shall provide to the municipality or FDOT, contemporaneously with this agreement, security acceptable to the municipality or FDOT.
- 3. CONCURRENCY COMPLIANCE. COUNTY finds that the execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.
- 4. PROPERTY WITHIN A MUNICIPALITY.
  - (a) If the property is located within a municipality, TOWN agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, TOWN shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time that the COUNTY notifies the TOWN that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.
  - (b) If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the TOWN is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this

Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the TOWN'S land development codes.

5. DEVELOPER, its successors and assigns agree that in the event of a default of this Agreement, DEVELOPER, its successors and assigns agree that no building permits, certificates of occupancy, or any other development permits shall be obtained within the boundaries of the PLAT, until such time that the COUNTY notifies the local government that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.
6. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Development Management Division  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

Director of the Broward County Engineering Division  
115 South Andrews Avenue, Room 321  
Fort Lauderdale, FL 33301

For the DEVELOPER:

THE PLAZA AT DAVIE, INC. c/o DAVID COPPA  
7000 W. Palmetto Park Rd. #203  
Boca Raton, FL 33433

FOR the TOWN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **RECORDATION.** This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
8. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
9. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
10. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
11. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
12. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
13. **FURTHER ASSURANCES.** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

14. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
15. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, DEVELOPER, signing by and through its \_\_\_\_\_ duly authorized to execute same and TOWN OF DAVIE, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### DEVELOPER-INDIVIDUAL

**Witnesses:**

(Signature) \_\_\_\_\_  
Print name: \_\_\_\_\_

Name of Developer (Individual)

(Signature) \_\_\_\_\_  
Print name: \_\_\_\_\_

(Signature) \_\_\_\_\_  
 Print name: \_\_\_\_\_  
 Print address: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### ACKNOWLEDGMENT - INDIVIDUAL

STATE OF )  
COUNTY OF ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is  
☐ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

---

Print name: \_\_\_\_\_

**My commission expires:**

**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

William C Powell  
(Signature)  
Print name: William C Powell  
Alan LaBrent  
(Signature)  
Print name: Alan LaBrent

THE PLAZA AT DANE, INC.  
Name of Developer (corporation/partnership)

By [Signature]  
(Signature)  
Print name: DAVID COPPA  
Title: EVP  
Address: 700 W. Palmetto Park Rd #203  
Boca Raton, FL 33433  
12 day of February, 2007

ATTEST (if corporation):

\_\_\_\_\_  
(Secretary Signature)  
Print Name of Secretary: \_\_\_\_\_

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )  
COUNTY OF Polk ) ss.

The foregoing instrument was acknowledged before me this 13 day of February, 2007, by David Coppa, as EVP of The Plaza At Dane, Inc., a Florida corporation/partnership, on behalf of the corporation/ partnership. He or she is:  
☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_

(Seal)

My commission expires:

NOTARY PUBLIC:

Beatrice T. Williams  
Print name:



Beatrice T. Williams  
Commission # DD269814  
Expires November 24, 2007  
Bonds They Pay - Insurance - Inc. 800-368-7019

CAF#361  
01/01/04 Revised



**MORTGAGEE-INDIVIDUAL**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Name of Mortgagee (Individual)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_  
Print address: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is  
[ ] personally known to me, or  
[ ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

\_\_\_\_\_  
Print name:

My commission expires:

**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Name of Mortgagee (corporation/partnership)

By \_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST (if corporation):

\_\_\_\_\_  
(Secretary Signature)  
Print Name of Secretary: \_\_\_\_\_  
(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is:  
[ ] personally known to me, or  
[ ] produced identification. Type of identification produced \_\_\_\_\_.

(Seal)

NOTARY PUBLIC:

My commission expires:

\_\_\_\_\_  
Print name:

CAF#361  
01/01/02

**TOWN**

(If Property is located within a City)

WITNESSES:

TOWN of DAVIE

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Clerk

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

CAF#361  
01/01/02

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

CAF#361  
01/01/02

17

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

All of Parcel "A" of THE PLAZA, according to the plat thereof, as recorded in Plat Book 125 at Page 33 of the Public Records of Broward County, Florida; and

All of THE PLAZA II, according to the plat thereof, as recorded in Plat Book 126 at Page 24 of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the Town of Davie, Broward County, Florida.

LANDLORD:

40

TENANT:

**EXHIBIT "B"**

**IMPROVEMENTS & COST OF IMPROVEMENTS**

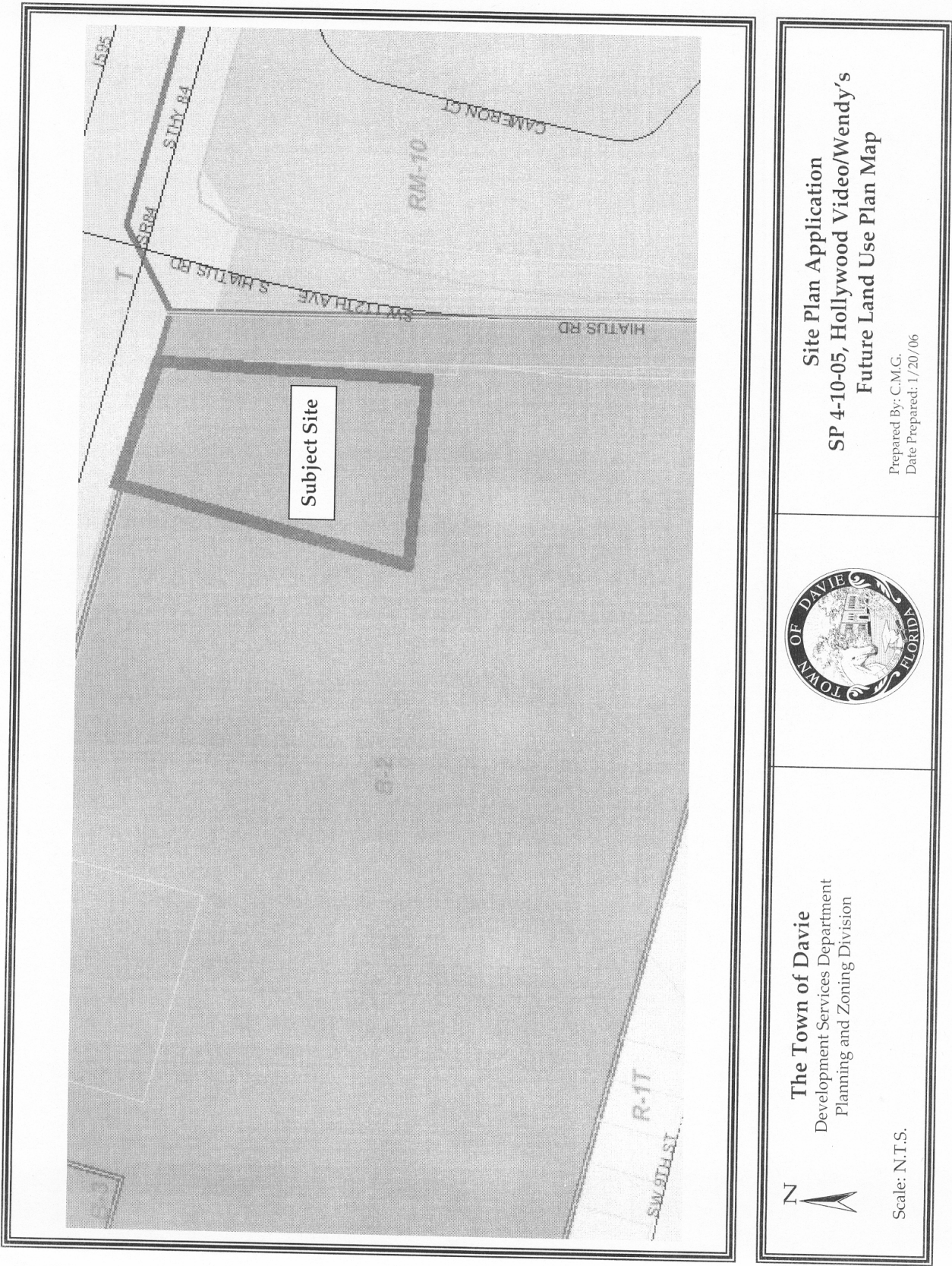
Prior to the issuance of a certificate of occupancy for any additional development within the plat, reconstruct and restripe the northbound approach of Nob Hill Road at Broward Boulevard to include dual right turn lanes. The inner right turn lane shall have 255 feet of storage and 190 feet of transition, and the outer (rightmost) right turn lane shall have 90 feet of storage and 125 feet of transition.

CAF#361  
01/01/02

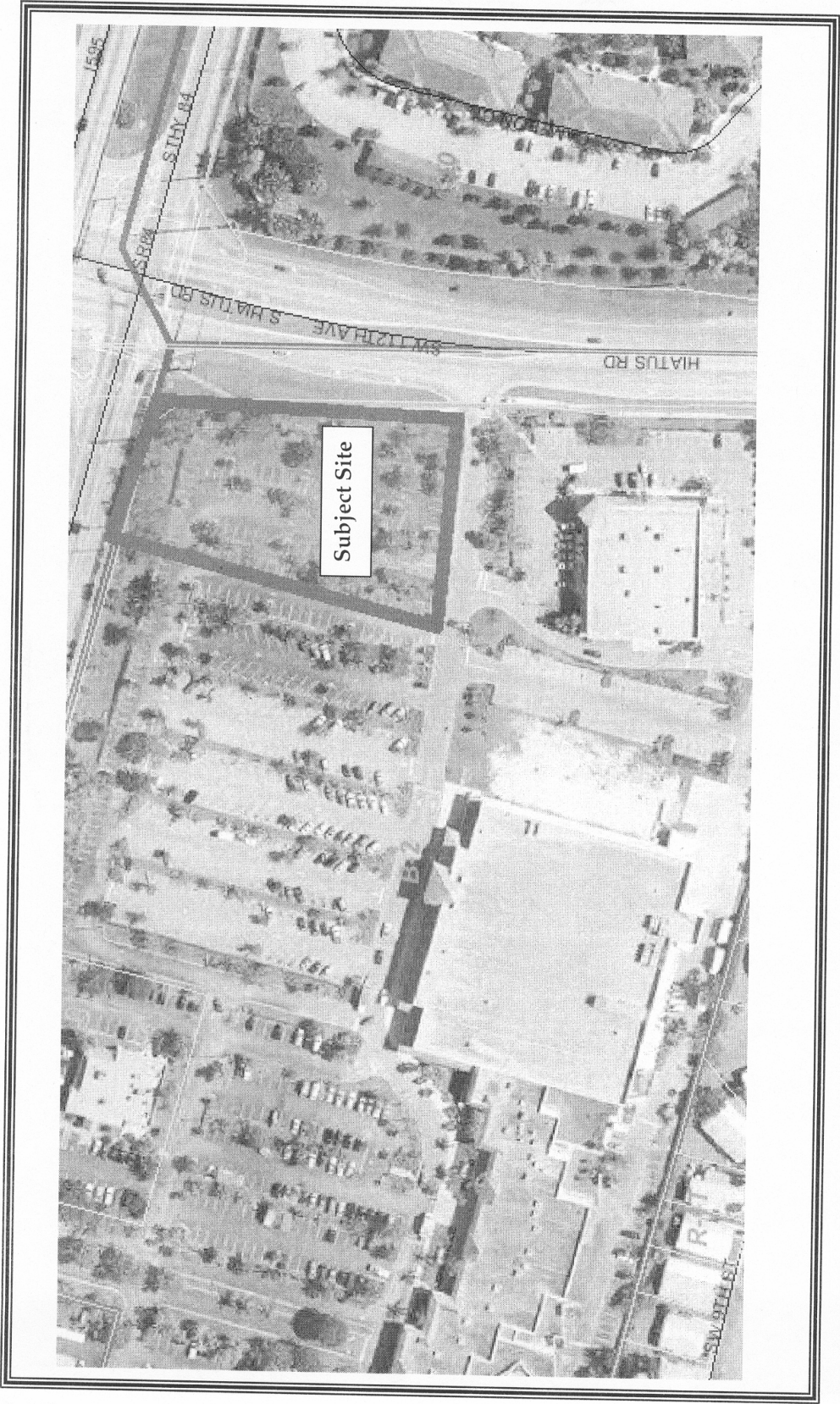
**EXHIBIT "C"**

**SECURITY**

CAF#361  
01/01/02







Scale: N.T.S.

The Town of Davie  
Development Services Department  
Planning and Zoning Division



Site Plan Application  
SP 4-10-05, Hollywood Video/Wendy's  
Aerial, Zoning, Subject Site Map

Prepared By: C.M.G.  
Date Prepared: 1/20/06



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director / (954) 797-1101

**PREPARED BY:** Lise Bazinet, Planner II

**SUBJECT:** P 4-1-06 / 06-17 / Lorson Plat / Deni Land Surveyors / 5355 SW 76th Avenue /  
Generally located on the west side of SW 76th Avenue, between Griffin Road and Stirling Road.

**AFFECTED DISTRICT:** District 2

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE “LORSON PLAT” AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR’S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The petitioner requests approval of the plat known as “Lorson Plat.” The plat consists of 2.38 acres (103,912 sq. ft.) of land and is restricted to 30,000 sq. ft. of office use. Access onto the plat is provided via a 50’ access opening from SW 76th Avenue, located in the northeast corner.

Staff finds that the proposed “Lorson Plat” is in accordance with the Comprehensive Plan and Land Development Code as it relates to access, location, and size. The proposed commercial use (three-story office building) may be considered compatible with existing and future uses along SW 76th Avenue.

**PREVIOUS ACTIONS:** At the January 3, 2007 Town Council meeting, the petitioner did not attend the meeting. Therefore, this item was tabled to the January 17, 2007 Town Council meeting. (**Motion carried 5-0**).

At the January 17, 2007 Town Council meeting, Councilmember Caletka made a motion, seconded by Mayor Truex, to deny Plat, P 4-1-06. (**Motion carried 4-1, Councilmember Crowley dissenting. The Town Council’s reason for denial was that the petition, as presented, did not preserve the rural qualities of 76<sup>th</sup> Avenue Scenic Corridor**).

At the February 7, 2007 Town Council meeting, Mayor Truex made a motion, seconded by Councilmember Crowley, to reconsider Plat, P 4-1-06. (**Motion carried 5-0**).

At the February 7, 2007 Town Council meeting, Mayor Truex made a motion, seconded by Councilmember Starkey, to table Plat, 4-1-06 for 60 days (**Motion carried 4-0, Councilmember Paul**

**was out of the room. The 60 days tableling time frame was at the applicant's request, to allow him trying to get access to the aforementioned property through University Drive).**

**The applicant has not amended the plans to address any of the issues.**

**CONCURRENCES:** At the December 13, 2006 Planning and Zoning Board meeting, Mr. Stevens made a motion, seconded by Ms. Turin, to approve. **(Motion carried 5-0).**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Staff finds the subject application complete and suitable for transmittal to the Planning and Zoning Board and Town Council for further consideration, subject to the following conditions:

1. Sufficient capacity of the regional road network, as determined by Broward County. In the event that sufficient capacity is not met, the plat shall be deemed denied by the Town of Davie.
2. Provide the Planning and Zoning Division a Mylar copy of the plat upon recordation.

**Attachment(s):** Staff Report, Resolution, Plat

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE "LORSON PLAT" AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR'S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed plat to be known as the "Lorson Plat" was considered by the Town of Davie Planning and Zoning Board on December 13, 2006;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The plat known as the "Lorson Plat" is hereby approved subject to the conditions stated on the planning report which is attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. The Mayor is authorized to sign said plat on behalf of the Town and the Town Clerk is directed to affix the Town seal to said plat.

SECTION 3. Any improvements required to satisfy Traffic Concurrency should be located within the Town of Davie.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

**EXHIBIT “A”****Application:** P 4-1-06 / 06-17 / Lorson Plat**Original Report Date:** 11/29/06**Revision(s):** 12/18/06, 03/30/2007

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**TOWN OF DAVIE**  
**Development Services Department**  
**Planning & Zoning Division**  
*Staff Report and Recommendation*

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**Applicant Information**

**Petitioner:**

**Name:** Mikki Ulrich/Deni Land Surveyors  
**Address:** 1991 NW 35<sup>th</sup> Avenue  
**City:** Coconut Creek, FL 33066  
**Phone:** (954) 973-7966

**Owner:**

**Name:** Davie Professional Plaza, LLC  
**Address:** 1820 N. Corporate Lakes Blvd., Suite 207  
**City:** Weston, FL 33326  
**Phone:** (954) 659-3321

---

**Background Information**

**Application Request:** Approval of plat known as “Lorson Plat”

**Address:** 5355 SW 76<sup>th</sup> Avenue

**Location:** Generally located on the west side of SW 76<sup>th</sup> Avenue, between Griffin Road and Stirling Road.

**Future Land Use Plan Map:** Commerce/Office

**Zoning:** CC, Commerce Center

**Existing Use(s):** Vacant

**Parcel Size:** 2.38 acres (103,912 sq. ft.)

**Proposed Use(s):** Office Building

**Surrounding Uses:**

**North:** Nursery  
**South:** Self-storage facility  
**East:** Single-family residential  
**West:** Vacant

**Surrounding Land****Use Plan Map Designations:**

Commerce/Office  
Commerce/Office  
Residential  
Commerce/Office

**Surrounding Zoning:**

**North:** CC, Commerce Center District  
**South:** CC, Commerce Center District and UC, Urban Commercial District  
**East:** A1, Agricultural District

**West:** B-2, Community Business District

---

## **Zoning History**

### **Related Zoning History:**

Records indicate that the existing Future Land Use Plan Map designation and Zoning classification were in place at the time of annexation.

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## **Application Details**

The applicant's SUBMISSION indicates the following:

1. *Site:* The proposed plat consists of 2.38 acres (103,912 sq. ft.).
2. *Restrictive Note:* This plat is restricted to 30,000 sq. ft. of office use.
3. *Access:* Access onto the plat is provided via a 50' access opening from SW 76<sup>th</sup> Avenue, located in the northeast corner.
4. *Trails:* An equestrian trail (Wolf Lake Park Trail) runs along the eastern boundary line, parallel to S.W. 76<sup>th</sup> Avenue.
5. *Easements and Reservation:* The plat is proposing the following easements and reservations:
  - a. Ten (10) foot existing utility easement along the eastern boundary line.
  - b. Fifty (50) foot existing drainage reservation easement along the eastern boundary line.
  - c. Lake maintenance easement.
6. *Dedications:* The plat is proposing five (5) foot additional right-of-way along the eastern boundary line.
7. *Drainage:* This subject site is within the Central Broward Water Control District. Central Broward Water Control District approval is required prior to the issuance of any site development permit.
8. *Compatibility:* The proposed office use is compatible with the surrounding properties to the north, south and west. The office building will be located approximately 400 feet from the existing residential development to the east with a sufficient landscape buffer.

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## **Applicable Codes and Ordinances**

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

*Article XII Subdivisions and Site Plans.*

*Land Development Code (Section 12-360(B)(1))* Platting requirements.

*Land Development Code (Section 12-366.1 (A) thru (D))* Submission requirements for plats.

*Land Development Code (Section 12-83)* Table of Conventional Nonresidential Development Standards.

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## **Comprehensive Plan Considerations**

**Planning Area:** The subject property is located within Planning Area 10; the east of this planning area, were this property is located, is predominately small-scale commercial development, with multifamily residential dwellings.

**Broward County Land Use Plan:** The subject property is located within Flexibility Zone 102.

**Applicable Goals, Objectives & Policies:**

*Future Land Use Plan, Objective 17: Land Use Compatibility and Community Appearance, Policy 17-3:* Each development proposal shall be reviewed with respect to its compatibility with adjacent existing and planned uses.

*Future Land Use Plan, Objective 5: Consistency of Development with Comprehensive Plan, Policy 5.2:* The (re)zoning, (re)platting and site planning of land shall be in compliance with the density ranges shown of the Davie Future Land Use Plan map and the applicable Future Land Use Designation provisions as contained in the Permitted Uses portion of the Implementation Section.

---

**Significant Development Review Committee (DRC) Comments**

These following comments represent significant comments made by the Development Review Committee as part of the review process. All comments have been addressed unless otherwise indicated.

**Planning and Zoning:**

1. Include under the Town of Davie Development Services Department signature line “Designee”.
2. Provide a circular space for each required seal.
3. Plat Note #7 indicates that the plat is restricted to 2,400 sq. ft. of office use. This amount is not consistent with the site plan.

**Engineering Division:**

1. Provide certificate of ownership showing simple title and encumbrances.
2. Provide 19 foot wide equestrian trail along the west side of SW 76th Avenue.
3. Reconstruct SW 76th Avenue as applicable to meet the Town Engineering standards for length of site limits.

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**Staff Analysis**

The proposed plat is consistent with the Comprehensive Plan and Land Development Code as it relates to access, location, size and use. Development of this site as proposed does not exceed what was anticipated by the Future Land Use Map designation. Broward County requires that the owner pay Roadway Concurrency fees to mitigate the peak hour traffic impact of the plat.

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**Findings of Fact**

Staff finds that the proposed plat is in accordance with the Town of Davie’s Comprehensive Plan and Land Development Code as it relates to access, location, and size. The Commerce/Office land use can be considered compatible with existing and future uses along S.W. 76<sup>th</sup> Avenue.

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**Staff Recommendation**

Staff finds the subject application complete and suitable for transmittal to the Planning and Zoning Board and Town Council for further consideration, subject to the following conditions:

3. Sufficient capacity of the regional road network, as determined by Broward County. In the event that sufficient capacity is not met, the plat shall be deemed denied by the Town of Davie.



- 
4. Provide the Planning and Zoning Division a Mylar copy of the plat upon recordation.
- 

### **Planning and Zoning Board Recommendation**

At the December 13, 2006 Planning and Zoning Board meeting, Mr. Stevens made a motion, seconded by Ms. Turin, to approve. **(Motion carried 5-0).**

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### **Town Council Action**

At the January 3, 2007 Town Council meeting, the petitioner did not attend the meeting. Therefore, this item was tabled to the January 17, 2007 Town Council meeting. **(Motion carried 5-0).**

At the January 17, 2007 Town Council meeting, Councilmember Caletka made a motion, seconded by Mayor Truex, to deny Plat, 4-1-06. **(Motion carried 4-1, Councilmember Crowley dissenting. The Town Council's reason for denial was that the petition, as presented, did not preserve the rural qualities of 76<sup>th</sup> Avenue Scenic Corridor.**

At the February 7, 2007 Town Council meeting, Mayor Truex made a motion, seconded by Councilmember Crowley, to reconsider Plat, 4-1-06. **(Motion carried 5-0).**

At the February 7, 2007 Town Council meeting, Town Council meeting, Mayor Truex made a motion, seconded by Councilmember Starkey, to table Plat, 4-1-06 to 60 days. **(Motion carried 4-0, Councilmember Paul was out of the room. The 60 days tableling time frame was at the applicant's request, to allow him trying to get access to the aforementioned property through University Drive).**

---

### **Exhibits**

1. Future Land Use Plan Map
2. Zoning and Aerial Map

Prepared by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

*File Location: P&Z\Lise Bazinet\Applications\Lorson Professional \P 4-1-06*

Exhibit 1 (Land Use Map)

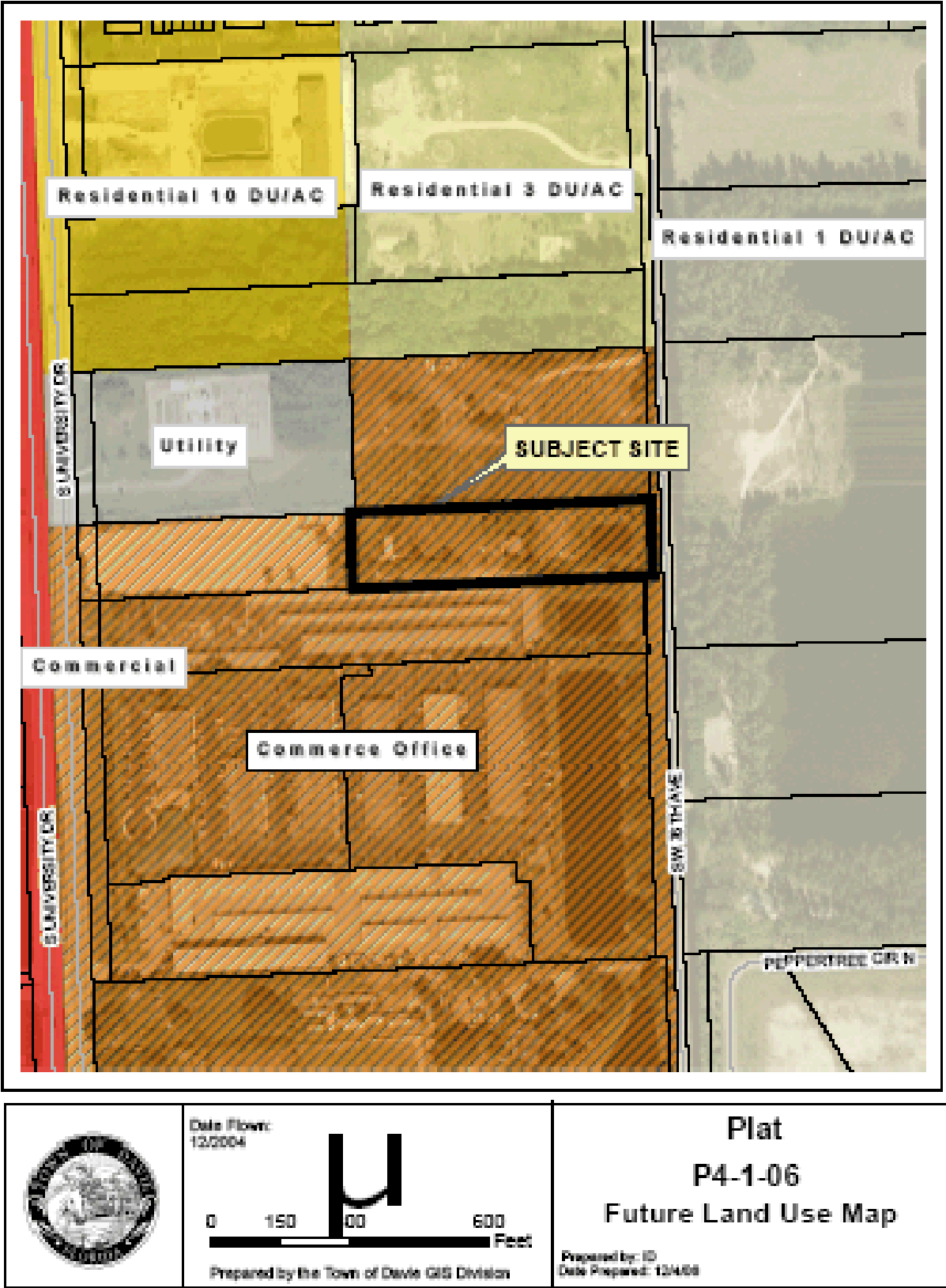


Exhibit 2 (Aerial, Zoning, and Subject Map



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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director/ (954) 797-1101

**PREPARED BY:** Carlo F. Galluccio III Planning Aide

**SUBJECT:** TU 3-1-07, NSU Health Fair, 1904 S. University Dr., Davie, FL 33324

**AFFECTED DISTRICT:** District 1

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** Temporary Use Permit for the Nova Southeastern University (NSU) Health Fair at the Tower Shops.

**REPORT IN BRIEF:** The petitioner NSU, is requesting approval for a temporary use permit to utilize a portion of the Tower Shop's parking lot for an annual health fair. This will be the event's eight (8) year at the Tower Shops. The event will be located on the western portion of the parking lot, just east of the Davie Ale House and south of Office Depot. Access to the event will be through existing site entrances off Nova drive, University Drive, and an internal road along the north end of property. The petitioner states that general parking will be available and will not effect the daily operation of the center. The event will consist of four (4) twenty (20) by twenty (20) tents and a BBQ area. There will be yellow caution tape around the event for the safety of patrons and to keep through traffic from entering the event area. Additionally, NSU, will provide security on-site for the duration of the event. A map is provided illustrating the placement of tents and fire extinguishers.

**DURATION OF EVENT:** The duration of the request is Saturday April 21, 2006 from 9:00 AM to 5:00 PM. Section 12-319 of the Land Development Code requires that three (3) criteria be met for temporary use permits:

- 1) Any nuisance or hazardous features involved are suitably separated from adjacent uses;
- 2) Excessive vehicular traffic will not be generated on minor residential streets; and,
- 3) A vehicular parking problem will not be created.

Staff finds that the NSU Health Fair activities will be suitably separated from adjacent uses, there will be no excessive vehicular traffic generated on minor residential streets, and a vehicle-parking problem is not anticipated.

In addition, the following conditions shall apply:

- 1) Any temporary use authorized by Town Council shall be approved and accepted as to all terms and conditions by the applicant in writing within ten (10) days of the date such temporary use is authorized. The applicant shall file such authorization with the Development Services Department.

- 2) This permit shall be valid for Saturday, April 21, 2007 between the hours of 9:00 AM to 5:00 PM.
- 3) NSU Security staff shall be present at all times. (Motorized and foot).
- 4) Provide traffic-control devices, such as cones or barricades, as necessary.
- 5) Any DRC comment provided Development Review Committee members have been provided with packets and any comments received shall be incorporated into event.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** Yes

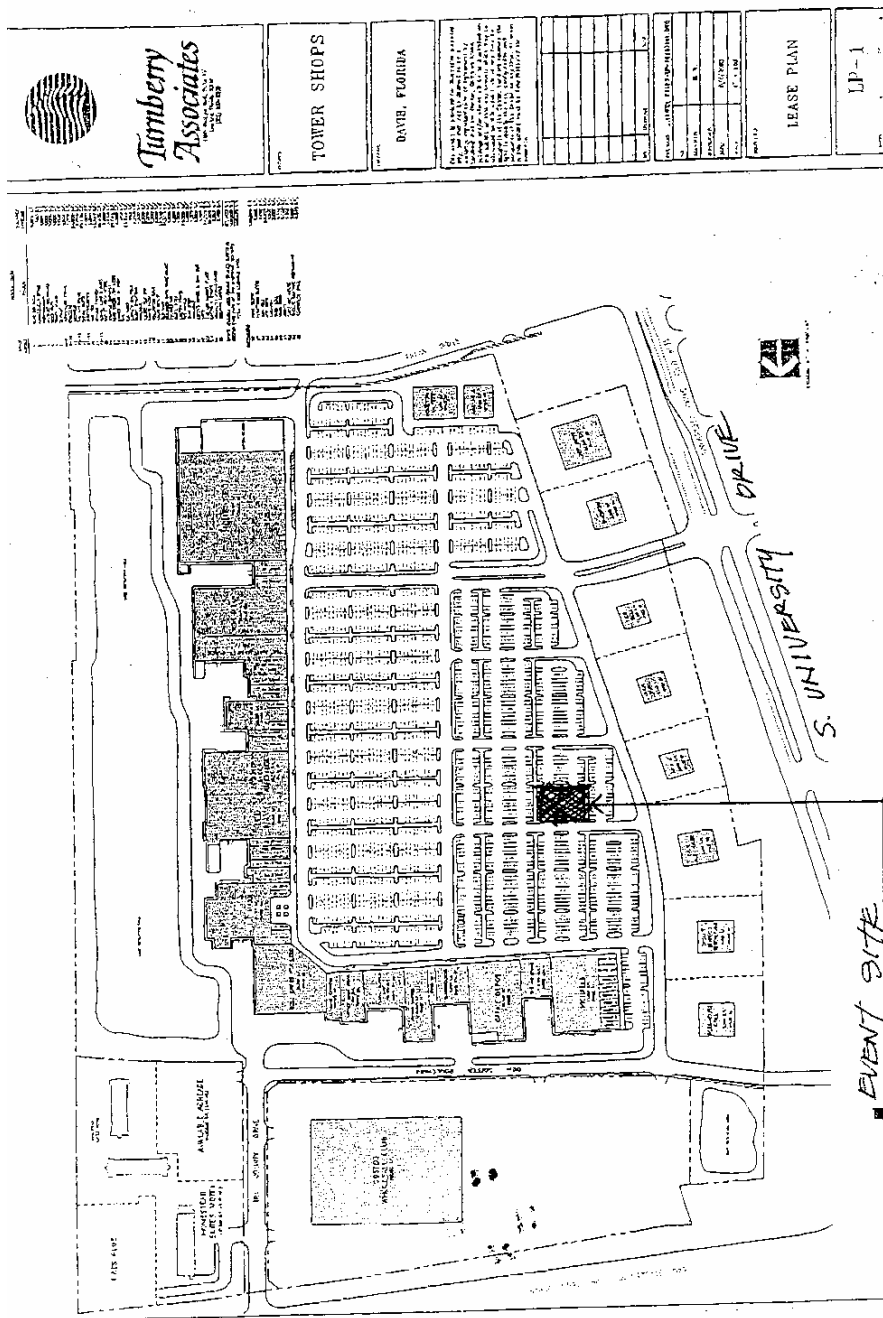
Has request been budgeted? n/a

Nova Southeastern University (NSU), shall reimburse the Town of Davie for any services provided by police and/or fire departments during the temporary use.

**RECOMMENDATION(S):** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration

**Attachment(s):** Subject site map, Layout, Future Land Use Plan Map, Zoning Map

**Attachment “Site Plan”**



location: tower shops  
1904 S. UNIVERSITY DR.

EVENT LOCATION PLAN

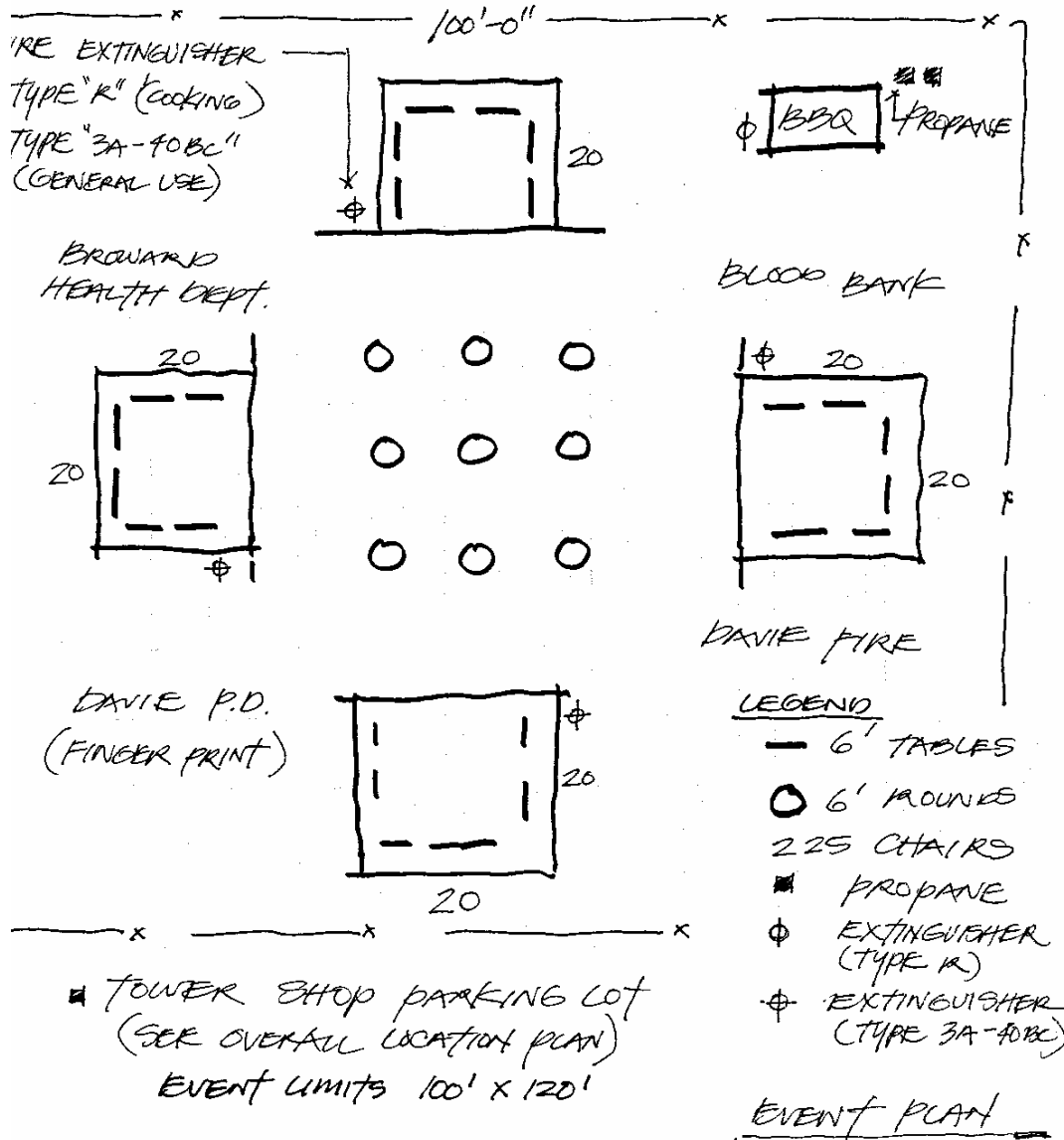
NOVA SOUTHEASTERN UNIVERSITY  
"HEALTH FAIR 2006"



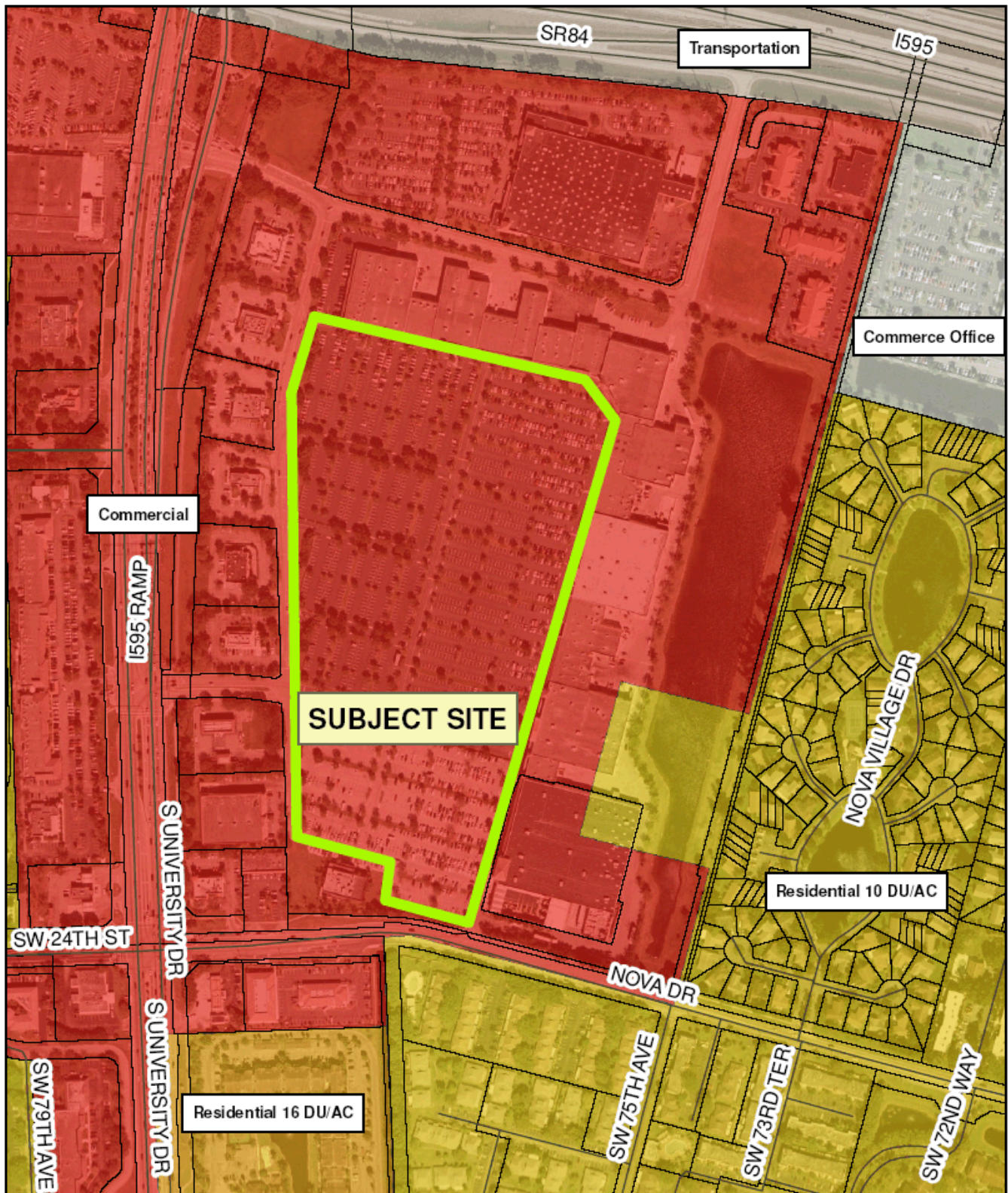
# Attachment: Layout


E D S A

VENT AREA: TAPED OFF WITH YELLOW CAUTION TAPE. NO THROUGH TRAFFIC. NSU SECURITY DIRECTING TRAFFIC. RESTROOM FACILITIES PROVIDED BY TOWER SHOPS.



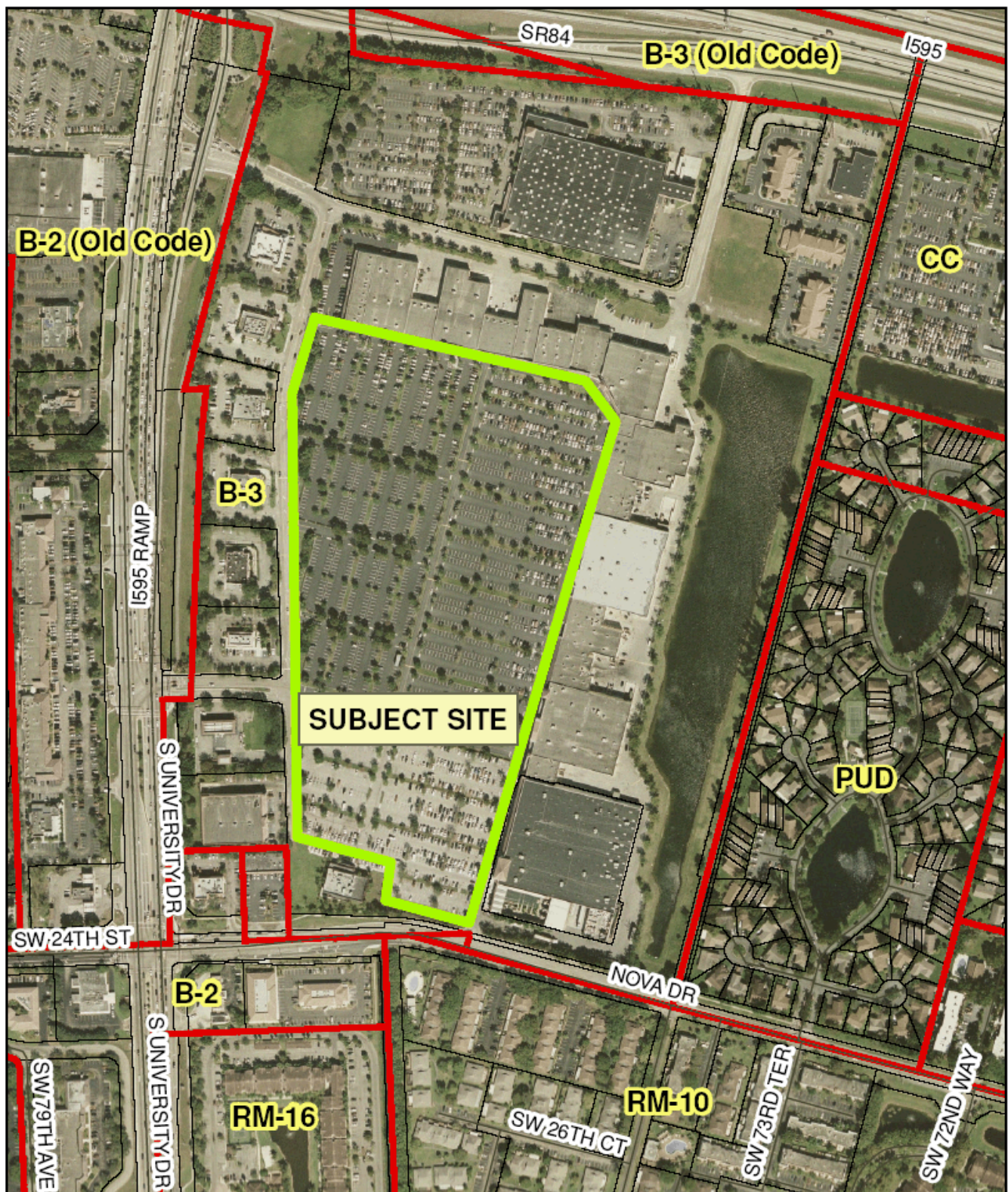
**Attachment: Future Land Use Map**



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|---|--|--|
|  | <p>Date Flown:<br/>12/2004</p> <p style="text-align: center;">N<br/>↑</p> <p>0    200    400    800<br/>Feet</p> <p>Prepared by the Town of Davie GIS Division</p> | <p style="text-align: center;">Temporary Use<br/>TU 3-1-07<br/>Future Land Use Map</p> <p>Prepared by: ID<br/>Date Prepared: 3/22/07</p> |
|---|--|--|

**Attachment: Zoning and Aerial map**





Date Flown:  
12/2004



0 200 400 800 Feet

Prepared by the Town of Davie GIS Division

# Temporary Use TU 3-1-07 Zoning and Aerial Map

Prepared by: ID  
Date Prepared: 3/22/07



## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director / (954) 797-1101

**PREPARED BY:** Lise Bazinet, Planner II

**SUBJECT:** Site Plan, SP 12-4-05/06-17 / Lorson Professional Campus / 5355 SW 76th Avenue / Generally located on the west side of SW 76th Avenue, between Griffin Road and Stirling Road

**AFFECTED DISTRICT:** District 2

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** Site Plan, SP 12-4-05/06-17 / Lorson Professional Campus

**REPORT IN BRIEF:** The petitioner requests site plan approval for a new three-story office building. The subject site is approximately 2.38 acres (103,912 sq. ft.) in size and is located on the west side of SW 76th Avenue, between Griffin Road and Stirling Road. The proposed site plan consists of a three-story office building, concrete walkways, and a parking area. The office building will be located towards the rear of the subject site, setback 347 feet from the front property line with a lake fronting S.W. 76th Avenue. Within the parking area is a dumpster enclosure and a loading zone. Pedestrian connection has been proposed throughout the site. A ten (10) foot landscape buffer is proposed at all property lines.

The proposed three-story, rectangle-shaped office building is designed in Florida Vernacular style. There is a strong sense of order and rhythm with proposed symmetrical building. Rectangular windows are centered equally apart from one another with decorated molding treatments. The proposed mansard roof will be covered in cement Spanish "S" tile. The petitioner has incorporated decorative elements such as pre-cast faux coral keystone, banding, scoring, polystyrene banding, and pre-cast concrete ornaments throughout all facades. Canvas awnings are proposed at the south, east, and west elevations as an additional decorative element.

The petitioner proposes vehicular access to the subject site 50' access opening from SW 76th Avenue, located in the northeast corner of the site. The proposed accesses will provide full ingress/egress to the site. Land Development Code 12-208(A)(22), requires 93 parking spaces based on square footages of the office. The petitioner is providing all 93 required parking spaces, including four (4) handicapped spaces.

The proposed office use is compatible with the surrounding properties to the north, south, and west. The office building will be located approximately 400 feet from the existing residential development to the east with a sufficient landscape buffer. Proper setbacks, buffers, and screening are provided with this application for the site plan.



**PREVIOUS ACTIONS:** At the January 3, 2007 Town Council meeting, the petitioner did not attend the meeting. Therefore, this item was tabled to the January 17, 2007 Town Council meeting. **(Motion carried 5-0).**

At the January 17, 2007 Town Council meeting, Councilmember Caletka made a motion, seconded by Mayor Truex, to deny Site Plan SP 12-4-05. **(Motion carried 4-1, Councilmember Crowley dissenting. The Town Council's reason for denial was that the petition, as presented, did not preserve the rural qualities of 76<sup>th</sup> Avenue Scenic Corridor.**

At the February 7, 2007 Town Council meeting, Mayor Truex made a motion, seconded by Councilmember Crowley, to reconsider Site Plan, SP 12-4-05. **(Motion carried 5-0).**

At the February 7, 2007 Town Council meeting, Mayor Truex made a motion, seconded by Councilmember Starkey, to table Site Plan, SP 12-4-05 for 60 days. **(Motion carried 4-0, Councilmember Paul was out of the room. The 60 days tableling time frame was at the applicant's request, to allow him trying to get access to the aforementioned property through University Drive).**

**The applicant has not amended the plans to address any of the issues.**

**CONCURRENCES:** Vice-Chair Evans made a motion, seconded by Ms. Aitken, to approve subject to the planning report and the following: 1) that the road improvements along 76th Avenue for the length of the site have been agreed upon with the Engineering Department; 2) that the sidewalk and equestrian trail on the eastern side of the property be continued and extend north 330-feet within the existing right-of-way and with the approval from Florida Power and Light; 3) that the photometric at the entrance and in the parking areas be increased to a minimum of 1.5-candle foot; 4) that the two Royal Palm trees in front of the building be increased to 12-foot of grey wood; 5) that the trees located on the north property line must meet the FP&L requirements and be compatible with their code so it may be necessary to make some revisions in the tree selection; and 6) that the roof color be less orange than shown on the reproduction sample and be more compatible with the rendering elevations. **(Motion carried 5-0).**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Staff finds the application complete and suitable for transmittal to the Town Council for further consideration contingent upon approval of the Plat application (P 4-1-06 / 06-17), Lorson Plat.



**Attachment(s):** Staff Report, Site Plan.

**Attachment “A”**

**Application:** SP 12-4-05/06-17 / Lorson Professional Campus

**Original Report Date:** 12/5/2006

**Revision(s):**12/18/2006, 03/30/2007

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**TOWN OF DAVIE**

**Development Services Department**

**Planning & Zoning Division**

***Staff Report and Recommendation***

---

**Applicant Information**

**Petitioner:**

**Name:** Manuel Synalovski  
**Address:** 3950 N. 46<sup>th</sup> Avenue  
**City:** Hollywood, FL 33021  
**Phone:** (954) 961-6806

**Owner:**

**Name:** Davie Professional Plaza, LLC  
**Address:** 1820 N. Corporate Lakes Blvd., Suite 207  
**City:** Weston, FL 33326  
**Phone:** (954) 659-3321

---

**Background Information**

**Application Request:** The petitioner requests site plan approval for a new three-story office building.

**Address:** 5355 SW 76<sup>th</sup> Avenue

**Location:** Generally located on the west side of SW 76<sup>th</sup> Avenue, between Griffin Road and Stirling Road.

**Future Land Use Plan Map:** Commerce/Office

**Zoning:** CC, Commerce Center

**Existing Use(s):** Vacant

**Parcel Size:** 2.38 acres (103,912 sq. ft.)

**Proposed Use(s):** Office Building

**Surrounding Uses:**

**North:** Nursery  
**South:** Self-storage facility  
**East:** Single-family residential  
**West:** Vacant

**Surrounding Land**

**Use Plan Map Designations:**

Commerce/Office  
Commerce/Office  
Residential  
Commerce/Office

**Surrounding Zoning:**

**North:** CC, Commerce Center District  
**South:** CC, Commerce Center District and UC, Urban Commercial District  
**East:** A1, Agricultural District  
**West:** B-2, Community Business District

---

**Zoning History****Related Zoning History:**

Records indicate that the existing Future Land Use Plan Map designation and Zoning classification were in place at the time of annexation.

---

**Applicable Codes and Ordinances**

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

*LDC Section 12-83, CC, Development Standards with regard to setbacks, minimum frontage, and maximum height.*

*LDC Section 12-102, Landscaping: Plant materials used in conformance with provisions of this chapter shall conform to the standards for Florida No. 1 or better.*

*LDC Section 12-208 (A)(22), Requirements for off-street parking: Minimum parking requirement of one (1) space for each three hundred (300) square feet of gross floor area.*

---

**Comprehensive Plan Considerations**

**Planning Area:** The subject property is located within Planning Area 10; the east of this planning area, where this property is located, is predominately small-scale commercial development, with multifamily residential dwellings.

**Broward County Land Use Plan:** The subject property is located within Flexibility Zone 102.

*Future Land Use Plan, Policy 5-2:* The (re)zoning, (re)planning, and site planning of land shall be in compliance with the density ranges shown on the Davie Future Land Use Plan map and the applicable Future Land Use Designation provisions as contained in the Permitted Use portion of the Implementation Section.

*Future Land Use Element, Policy 7-4:* Commercial land uses shall generally be located with access to primary transportation facilities including interstates, highways and arterials. Commercial uses located on arterials not designated by the Future Land Use Map as commercial corridors should be limited to the intersection of two arterials or arterials and interstates. Consistent with Policy 7-1, vacant land with such access shall be evaluated for potential commercial use.

*Future Land Use Element, Policy 17-1:* Lands designated for non-residential use shall be located in a manner, which facilitates development, but does not adversely impact existing and designated residential areas.

*Future Land Use Plan, Policy 17-3:* Each development proposal shall be reviewed with respect to its compatibility with adjacent existing and planned uses.

---

## **Application Details**

The petitioner's submission indicates the following:

1. *Site:* The subject site is approximately 2.38 acres (103,912 sq. ft.) in size and is located on the west side of SW 76<sup>th</sup> Avenue, between Griffin Road and Stirling Road. The proposed site plan consists of a three-story office building, concrete walkways, and a parking area. The office building will be located towards the rear of the subject site, setback 347 feet from the front property line with a lake fronting S.W. 76<sup>th</sup> Avenue. Within the parking area is a dumpster enclosure and a loading zone. Pedestrian connection has been proposed throughout the site. A ten (10) foot landscape buffer is proposed at all property lines.
2. *Architecture:* The proposed three-story, rectangle-shaped office building is designed in Florida Vernacular style. There is a strong sense of order and rhythm with proposed symmetrical building. Rectangular windows are centered equally apart from one another with decorated molding treatments. The proposed mansard roof will be covered in cement Spanish "S" tile. The petitioner has incorporated decorative elements such as pre-cast faux coral keystone, banding, scoring, polystyrene banding, and pre-cast concrete ornaments throughout all facades. Canvas awnings are proposed at the south, east and west elevations as an additional decorative element.

At the base of the building, the petitioner proposes a dark tan paint. The exterior wall base color is proposed to be medium tan. Some architectural accents will be painted white, and canvas awnings are a combination of royal blue/crimson fancy color.

3. *Access and Parking:* The petitioner proposes vehicular access to the subject site 50' access opening from SW 76<sup>th</sup> Avenue, located in the northeast corner of the site. The proposed accesses will provide full ingress/egress to the site. Land Development Code 12-208(A)(22), requires 93 parking spaces based on square footages of the office. The petitioner is providing all 93 required parking spaces, including four (4) handicapped spaces.
4. *Lighting:* All light poles and fixtures meet the requirements of LDC Section 12-260, Lighting Standards. The style of the light features is consistent with the architectural style of the building.
5. *Signage:* Signage is not part of this master site plan application. All signs shall meet code prior to the issuance of a building permit.
6. *Landscaping:* The petitioner's site plan meets the minimum requirements as indicated in the Town of Davie Land Development Code. The landscape plan indicates that Live Oak, Cabbage Palm, Royal Palm, Silver Buttonwood, and Cocoplum hedge are proposed within the site.
7. *Drainage:* The subject site lies within Central Broward Drainage District. Approval from Central Broward Drainage District shall be obtained prior to final Planning and Zoning Divisions signing off of site plans and the issuance of any site development permit.
8. *Compatibility:* The proposed office use is compatible with the surrounding properties to the north, south and west. The office building will be located approximately 400 feet from the existing

residential development to the east with a sufficient landscape buffer. Proper setbacks, buffers, and screening are provided with this application for the site plan.

---

## **Significant Development Review Agency Comments**

The following comments represent significant comments made by the Development Review Committee as part of the review process. All comments have been addressed unless otherwise indicated.

### **Planning and Zoning Division:**

1. As per § 12-372, provide the current level of development approved by Broward County, based upon the plat.
2. Project will require Central Broward Water Control District (CBWCD) Approval prior to being scheduled to any future public meetings. The petitioner may proceed with application to a public meeting provided that a letter of acknowledgement, indicating the petitioner and owner have been informed this item may be tabled by the applicable board or Town of Davie Council without the proper CBWCD approval (see attachments).
3. Staff request that mechanical equipment been illustrated on roof.
4. Must obtain Comcast Approval to allow planting of landscape material within the utility easement. **(This comment has not been addressed).**

### **Engineering Division:**

1. Provide CBWCD approval for lake maintenance easements & drainage prior to site plan approval. (See attachments).
2. Site plan approval is contingent on obtaining vacation of 12.5 foot road easement and right-of-way along western boundary line.

---

## **Public Participation**

The public participation process provides the ability for citizens of the Town of Davie to actively participate in the Town's development procedures. The petitioner conducted meetings with the public on February 24, and February 28, 2006 at the Town of Davie Community Room. Attached is the petitioner's Citizen Participation Report.

---

## **Staff Analysis**

The petitioner's proposed design of the office building meets the intent of the existing zoning, CC, Commerce Center. Additionally, it is consistent with the Comprehensive Plan and Land Development Code as it relates to access, location, size, and use. Development of the subject site as proposed is consistent with adjacent properties.

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## **Findings of Fact**

Staff finds that site plan is consistent with the general purpose and intent of the Land Development Regulations, and Town of Davie Comprehensive Plan. Furthermore, the site plan is in conformance with all applicable Codes and Ordinances in terms of site design, circulation, setbacks, and buffering requirements. The proposed site plan is compatible with the surrounding uses and properties.

---

## **Staff Recommendation**

Staff finds the application complete and suitable for transmittal to the Site Plan Committee and Town Council for further consideration contingent upon plat approval with the following recommendation:

1. Provide a sidewalk along the eastern property line within the right-of-way for the entire length of the Florida Power Line (FPL) site to the north.

---

### Site Plan Committee Recommendation

Vice-Chair Evans made a motion, seconded by Ms. Aitken, to approve subject to the planning report and the following: 1) that the road improvements along 76th Avenue for the length of the site have been agreed upon with the Engineering Department; 2) that the sidewalk and equestrian trail on the eastern side of the property be continued and extend north 330-feet within the existing right-of-way and with the approval from Florida Power and Light; 3) that the photometric at the entrance and in the parking areas be increased to a minimum of 1.5-candle foot; 4) that the two Royal Palm trees in front of the building be increased to 12-foot of grey wood; 5) that the trees located on the north property line must meet the FP&L requirements and be compatible with their code so it may be necessary to make some revisions in the tree selection; and 6) that the roof color be less orange than shown on the reproduction sample and be more compatible with the rendering elevations. **(Motion carried 5-0).**

**Note to Council:** Issue two, the equestrian trail and sidewalk to be installed by this developer on the FP&L property, has not been agreed to by the developer; however, it would be considered and the applicant will have an answer prior to the January 3<sup>rd</sup> Council meeting.

---

### Town Council Action

At the January 3, 2007 Town Council meeting, the petitioner did not attend the meeting. Therefore, this item was tabled to the January 17, 2007 Town Council meeting. **(Motion carried 5-0).**

At the January 17, 2007 Town Council meeting, Councilmember Caletka made a motion, seconded by Mayor Truex, to deny Site Plan SP 12-4-05. **(Motion carried 4-1, Councilmember Crowley dissenting. The Town Council's reason for denial was that the petition, as presented, did not preserve the rural qualities of 76<sup>th</sup> Avenue Scenic Corridor.**

At the February 7, 2007 Town Council meeting, Mayor Truex made a motion, seconded by Councilmember Crowley, to reconsider Site Plan, SP 12-4-05. **(Motion carried 5-0).**

At the February 7, 2007 Town Council meeting, Town Council meeting, Mayor Truex made a motion, seconded by Councilmember Starkey, to table Site Plan, SP 12-4-05 to 60 days. **(Motion carried 4-0, Councilmember Paul was out of the room. The 60 days tableling time frame was at the applicant's request, to allow him trying to get access to the aforementioned property through University Drive).**

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### Exhibits

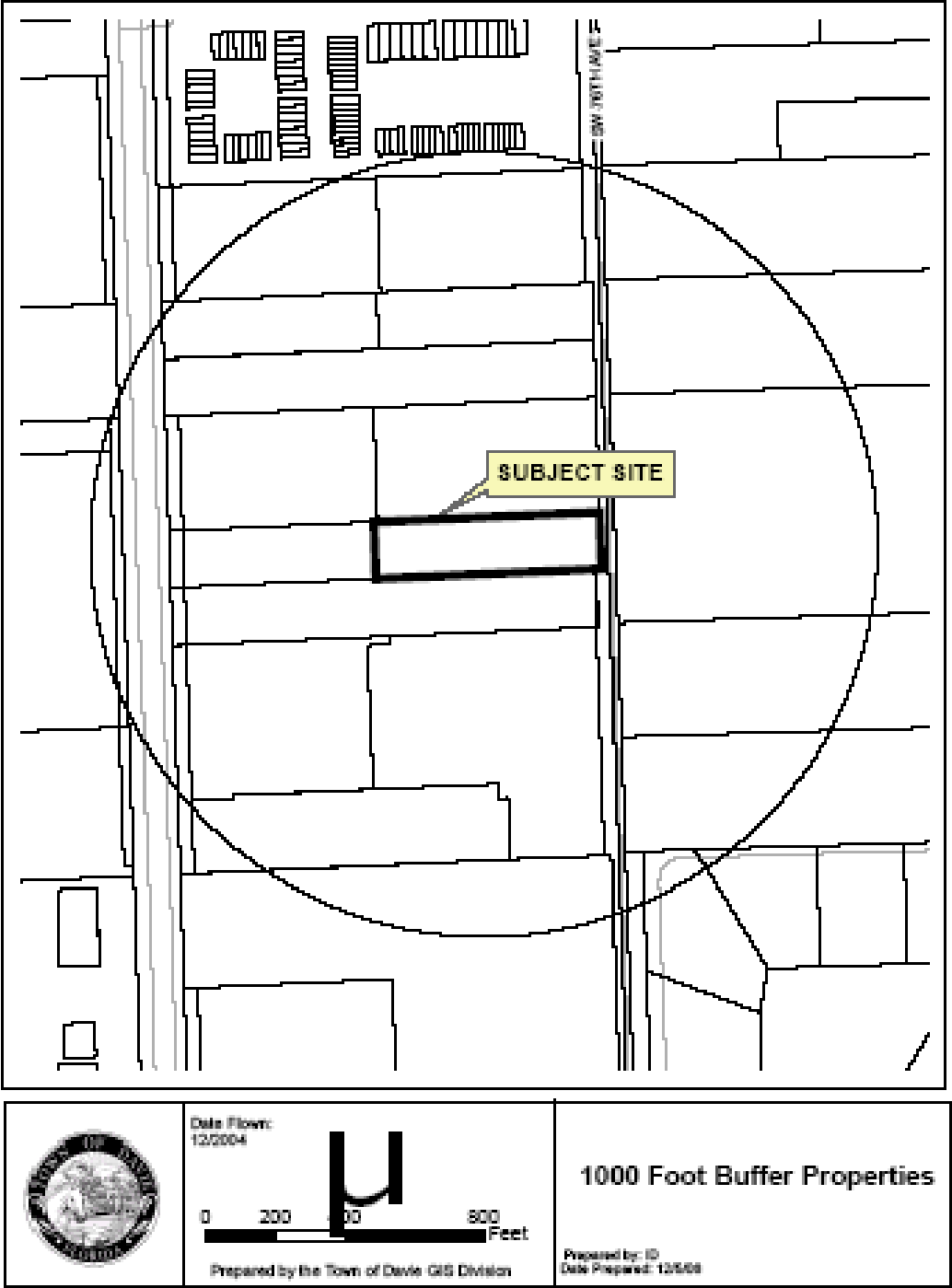
1. 1,000' Mail out Radius Map
  2. Property Owners within 1,000' of the Subject Site
  3. Public Participation Notice
  4. Public Participation Sign-in Sheet
  5. Public Participation Report
  6. Petitioner's Letter Regarding CBWMD Approval
  7. Future Land Use Plan Map
  8. Aerial, Zoning, and Subject Site Map
-

Prepared by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**File Location:** *P&Z\Lise Bazinet\Lorson Professional Campus\SP 12-4-05\Staff Report*

Exhibit 1 (1,000' Mail out Radius Map)





**Exhibit 2 (Property Owners within 1,000' of Subject Site)**

**SP 12-4-05, P 4-1-06**  
BULLOCK,STEVE  
PO BOX 172934  
MIAMI FL 33017

**SP 12-4-05, P 4-1-06**  
DAVIE PROFESSIONAL  
PLAZA LLC  
1820 N CORPORATE LAKES  
#207  
WESTON FL 33327

**SP 12-4-05, P 4-1-06**  
G&A REAL ESTATE OF  
DAVIE INC  
5455 SOUTH UNIVERSITY DR  
DAVIE FL 33328

**SP 12-4-05, P 4-1-06**  
LAUDERDALE,VIRGINIA M  
REV TR  
5306 SW 76 AVE  
DAVIE FL 33328

**SP 12-4-05, P 4-1-06**  
QUALITY ESTATE HOMES  
LLC  
6790 NW 83 TER  
PARKLAND FL 33067

**SP 12-4-05, P 4-1-06**  
SCHUMACKER RECREATION  
CO LLC  
1389 NW 136 AVE  
SUNRISE FL 33323

**SP 12-4-05, P 4-1-06**  
STROMBERG,GUNNAR &  
ANNIKA TRSTE  
GUNNAR & ANNIKA  
STROMBERG TR  
10064 NW 4 ST  
DAVIE FL 33324-7051

**SP 12-4-05, P 4-1-06**  
WOLF IN THE WOODS INC  
5975 S UNIVERSITY DR  
DAVIE FL 33328

**SP 12-4-05, P 4-1-06**  
DYNASTY GREAT ESTATES  
INC  
5200 S UNIVERSITY DR 103A  
DAVIE FL 33331

**SP 12-4-05, P 4-1-06**  
CENTRAL BROWARD  
WATER  
CONTROL DISTRICT  
8020 STIRLING RD  
DAVIE FL 33024-8202

**SP 12-4-05, P 4-1-06**  
EVEREST STORAGE II LLC  
% PROPERTY TAX DEPT 118  
PO BOX 4900  
SCOTTSDALE AZ 85261-4900

**SP 12-4-05, P 4-1-06**  
JP SCHUMACKER HOLDINGS  
OF FL LLC  
1389 NW 136 AVE  
SUNRISE FL 33323

**SP 12-4-05, P 4-1-06**  
LEWIS,CHARLES  
5201 SW 76 AVE  
DAVIE FL 33328-5401

**SP 12-4-05, P 4-1-06**  
REGENCY COMMONS OF  
BROWARD INC  
PO BOX 661169  
MIAMI SPRINGS FL 33266

**SP 12-4-05, P 4-1-06**  
SEIDLE,W D &  
SEIDLE,BETTY &  
SEIDLE,R K & SEIDLE,M A  
2900 NW 36 ST  
MIAMI FL 33142-5156

**SP 12-4-05, P 4-1-06**  
TRANSAMERICAN LAND  
CORP  
ATTN: DAVID A LIGHT CPA  
2121 PONCE DE LEON BLVD  
STE 1250  
CORAL GABLES FL 33134

**SP 12-4-05, P 4-1-06**  
AMA LLC  
5200 S UNIVERSITY DR 101A  
DAVIE FL 33329

**SP 12-4-05, P 4-1-06**  
THE PEOPLES  
MORTGAGEFUNDING INC  
5200 S UNIVERSITY DR 104A  
DAVIE FL 33332

**SP 12-4-05, P 4-1-06**  
DAVIE ACRES LLC  
1895 NE 214 TER  
NORTH MIAMI BEACH FL 33179

**SP 12-4-05, P 4-1-06**  
FLA POWER & LIGHT CO  
ATTN:CORPORATE TAX (CTX)  
PO BOX 14000  
JUNO BEACH FL 33408-0420

**SP 12-4-05, P 4-1-06**  
LAUDERDALE,JOHN A &  
LAUDERDALE,VIRGINIA  
5306 SW 76 AVE  
DAVIE FL 33328-5404

**SP 12-4-05, P 4-1-06**  
MATRIX UNIVERSITY LLC  
% DANIEL J SERBER ESQ  
1424 COLLINS AVE  
MIAMI BCH FL 33139

**SP 12-4-05, P 4-1-06**  
SADDLE UP TOWNHOMES ASSN INC  
% BEDZOW KORN KAN & GLASER PA  
11077 BISCAYNE BLVD PH SUITE  
MIAMI FL 33161

**SP 12-4-05, P 4-1-06**  
STORAGE TRUST PROPERTIES LP  
PO BOX 25025 DEPT-PT-FL 28092  
GLENDALE CA 91201-5025

**SP 12-4-05, P 4-1-06**  
UNIVERSITY PARK PROPERTIES LP  
31515 ROBERTA DR  
BAY VILLAGE OH 44140-1575

**SP 12-4-05, P 4-1-06**  
DOCTA LLC  
5200 S UNIVERSITY DR 102A  
DAVIE FL 33330

**SP 12-4-05, P 4-1-06**  
ORTHOSPORT PROPERTIES LLC  
5200 S UNIVERSITY DR 105A  
DAVIE FL 33333

**SP 12-4-05, P 4-1-06**  
J & E REALTY GROUP  
5210 S UNIVERSITY DR 101B  
DAVIE FL 33334

**SP 12-4-05, P 4-1-06**  
FOURJS GROUP LLC  
5100 S UNIVERSITY DR 102B  
DAVIE FL 33335

**SP 12-4-05, P 4-1-06**  
THE FOURJ'S GROUP LLC  
5210 S UNIVERSITY DR 106B  
DAVIE FL 33336

**SP 12-4-05, P 4-1-06**  
ROMAINE N BROWN LAW  
OFFICES P A  
5220 S UNIVERSITY DR 101C  
DAVIE FL 33337

**SP 12-4-05, P 4-1-06**  
SILVA'S ENTERPRISE INC  
5220 S UNIVERSITY DR 102C  
DAVIE FL 33338

**SP 12-4-05, P 4-1-06**  
GLOBE TRANSWORLD IMPORT &EXPORT INC  
5220 S UNIVERSITY DR 104C  
DAVIE FL 33339

**SP 12-4-05, P 4-1-06**  
SIMON,JUAN A  
5220 S UNIVERSITY DR 105C  
DAVIE FL 33340

**SP 12-4-05, P 4-1-06**  
ALLEGiant TITLE  
SERVICES INC  
5220 S UNIVERSITY DR 106C  
DAVIE FL 33341

**SP 12-4-05, P 4-1-06**  
SILVA,LUIS F  
5220 S UNIVERSITY DR 107C  
DAVIE FL 33342

**SP 12-4-05, P 4-1-06**  
MAJESTIC MTGE CREDIT INC  
5220 S UNIVERSITY DR 108C  
DAVIE FL 33343

**SP 12-4-05, P 4-1-06**  
CAMACHO,MONICA REV  
LIV TR &ROER,  
MELBA S CARDOZO REV  
LIV TR  
5220 S UNIVERSITY DR 109C  
**DAVIE FL 33344**

**SP 12-4-05, P 4-1-06**  
SPARTACUS GROUP INC  
5220 S UNIVERSITY DR 110C  
DAVIE FL 33345

**SP 12-4-05, P 4-1-06**  
RLG LLC  
5220 S UNIVERSITY DR 201C  
DAVIE FL 33346

**SP 12-4-05, P 4-1-06**  
HARRISON,DARRAM L  
5220 S UNIVERSITY DR 202C  
DAVIE FL 33347

**SP 12-4-05, P 4-1-06**  
CMI INTERNATIONAL INC  
5220 S UNIVERSITY DR 203C  
DAVIE FL 33348

**SP 12-4-05, P 4-1-06**  
AMICAL ENTERPRISES INC  
5220 S UNIVERSITY DR 204C  
DAVIE FL 33349

**SP 12-4-05, P 4-1-06**  
DIANA SANTA MARIA PA  
5220 S UNIVERSITY DR 205C  
DAVIE FL 33350

**SP 12-4-05, P 4-1-06**  
HOME MERCHANT REALTY  
5220 S UNIVERSITY DR 207C  
DAVIE FL 33351

**SP 12-4-05, P 4-1-06**  
TAZAZ,TEWODROS  
5220 S UNIVERSITY DR 209C  
DAVIE FL 33352

**SP 12-4-05, P 4-1-06**  
WARLEN,NEESA  
5220 S UNIVERSITY DR 211C  
DAVIE FL 33353

**SP 12-4-05, P 4-1-06**  
FBJ HOLDINGS INC  
5230 S UNIVERSITY DR 101D  
DAVIE FL 33354

**SP 12-4-05, P 4-1-06**  
Z & A ENTERPRISES INC  
5230 S UNIVERSITY DR 106D  
DAVIE FL 33355

**SP 12-4-05, P 4-1-06**  
GHS UNIVERSITY PLACE  
LLC  
5240 S UNIVERSITY DR 101E  
DAVIE FL 33356

**SP 12-4-05, P 4-1-06**  
DIBELLA,JOANN N  
5240 S UNIVERSITY DR 102E  
DAVIE FL 33357

**SP 12-4-05, P 4-1-06**  
ISMO LLC  
5240 S UNIVERSITY DR 103E  
DAVIE FL 33358

**SP 12-4-05, P 4-1-06**  
DAGFAY JOINT VENTURES  
LLC  
5240 S UNIVERSITY DR 104E  
DAVIE FL 33359

**SP 12-4-05, P 4-1-06**  
BENJAMIN,CAROLYN &BENJAMIN,HARRY  
5240 S UNIVERSITY DR 105E  
DAVIE FL 33360

**SP 12-4-05, P 4-1-06**  
CAPITAL MGMT RESOURCE  
CORP  
5240 S UNIVERSITY DR 106E  
DAVIE FL 33361

### Exhibit 3 (Public Participation Notice)

#### **SYNALOVSKI GUTIERREZ ROMANIK ARCHITECTS, INC.**

Manuel Synalovski, AIA • Jorge Gutierrez, AIA • Merrill Romanik, AIA • Nikolay Ryaboy

February 17, 2006

RE: Citizen Participation Meeting for Lorson Professional Campus  
Project Number: SP12-4-05

Dear Neighbor,

This letter is to invite you to a citizen participation meeting relating to Lorson Professional Campus, a proposed site development for a parcel located at 5355 SW 76 Avenue, Davie, FL 33328. The project consists of two (2) office building developments (two story, 17,500 S.F. each) inclusive of site improvement such as parking spaces, landscaping and site lighting.

Under a Town of Davie ordinance, the petitioner is required to hold two (2) citizen participation meetings and send notice to all property owners within 1,000 feet of the subject site prior to the Town initiating their review of the application. We have scheduled the following meetings.

**First Citizen Participation Meeting:**

Date: Friday, February 24, 2006  
Time: 7:00-8:00 pm  
Location: Town Hall Community Room  
6591 Orange Drive, Davie, FL 33314

**Second Citizen Participation Meeting:**

Date: Tuesday, February 28, 2006  
Time: 7:00-8:00 pm  
Location: Town Hall Community Room  
6591 Orange Drive, Davie, FL 33314

Note: Please be advised that if there is no attendance at the first citizen participation meeting, the second meeting may be canceled.

If you wish to submit written comments, please send them to:

Mr. Jose Saye  
3950 North 46 Avenue, Hollywood, FL 33021  
954.961.6806

Also, please be advised that there will be additional opportunities for public input at the Town of Davie Public Hearings.

Sincerely,



Manuel Synalovski, AIA



*Architecture • Planning • Interior Design*

3950 North 46th Avenue • Hollywood, FL 33021 • Telephone 954.961.6806 • Facsimile 954.961.6807 • [stars@synalovskigutierrez.com](mailto:stars@synalovskigutierrez.com)

**Exhibit 4 (Public Participation Sign-In Sheet)**

**SIGN IN SHEET**  
**PUBLIC PARTICIPATION MEETING I.**

(Date)

| <u>NAME</u> | <u>ADDRESS</u>                    | <u>PHONE</u>     |
|-------------|-----------------------------------|------------------|
| Tom Truex   | 3716 SW 64 Ave<br>Davie, FL 33314 | 954-797-<br>1030 |

**Exhibit 5 (Public Participation Report)**

**SUMMARY OF DISCUSSION**  
**AT PUBLIC PARTICIPATION MEETING I.**

*(The following information should be minutes of the first public hearing meet)*

*(All letters and/or phone calls received by the applicant from the public prior to the first Public Participation Meeting shall be attached to this section)*

Proposed project for Lorson Professional Campus  
was presented to Mr Mayor Tom Trux.

None of the Town of Davis property owners,  
previously notified, attended the public participation  
meeting I.

We hope the above information fulfilled the  
requirements of Public Participation Ordinance  
concerning the Lorson Professional Campus Application  
Process.

Sincerely,

Jose Saye  
Project Manager, Architecture.  
GIBELLIS SGR.

**SUMMARY OF DISCUSSION**  
**AT PUBLIC PARTICIPATION MEETING II**

*(The following information should be minutes of the second public hearing meet)*

*(All letters and/or phone calls received by the applicant from the public prior to the second Public Participation Meeting shall be attached to this section)*

NONE OF THE TOWN OF DAVIE PROPERTY OWNERS,  
PREVIOUSLY NOTIFIED, ATTENDED THE PUBLIC PARTICIPATION  
MEETING II.

WE HOPE THE ABOVE INFORMATION FULFILLED THE  
REQUIREMENTS OF PUBLIC PARTICIPATION ORDINANCE  
CONCERNING THE LORSON PROFESSIONAL CAMPUS  
APPLICATION PROCESS.

SINCERELY,

JOSE SAYE.

PROJECT MANAGER, ARCHITECTURE.

CUBELLIS/S&R.

**Exhibit 6 (Petitioner's Letter Regarding CBWMD Approval)**

**cubellis** ■

architects  
interior designers  
engineers

November 30<sup>th</sup>, 2006

Ms. Lise Bazinet, Planner II  
Development Services Department  
Planning & Zoning Division  
Town Of Davie  
6591 Orange Drive  
Davie, FL 33314

**Re: Lorson Professional Campus, SP 12-4-05/06-17, located at  
5355 SW/76<sup>th</sup> Avenue**

Dear Ms. Bazinet

Please accept this letter as confirmation that the petitioner and owner of the above referenced project has been informed that his item may be tabled by the applicable board or Town of Davie Council without the proper CBWCD approval.

In advance, we thank you for your attention to this matter. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Manuel Synalovski, AIA  
Principal

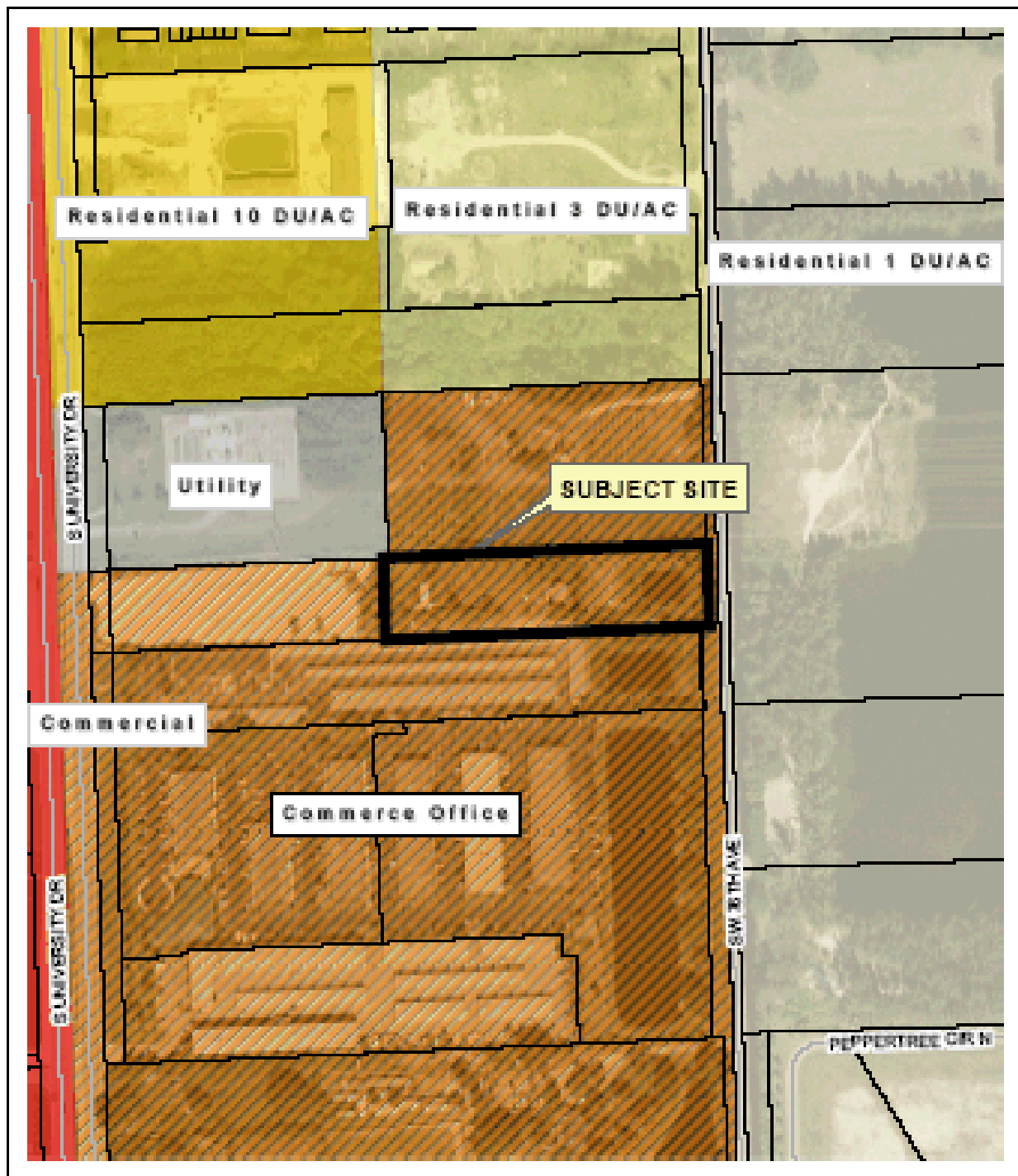
**cubellis egr**

1000 Glier Drive Suite 500  
Fort Lauderdale, FL 33316  
1 954 961 6806  
1 954 961 6807  
License Number AA26001648

[www.cubellis.com](http://www.cubellis.com)



**Exhibit 7 (*Future Land Use Map*)**





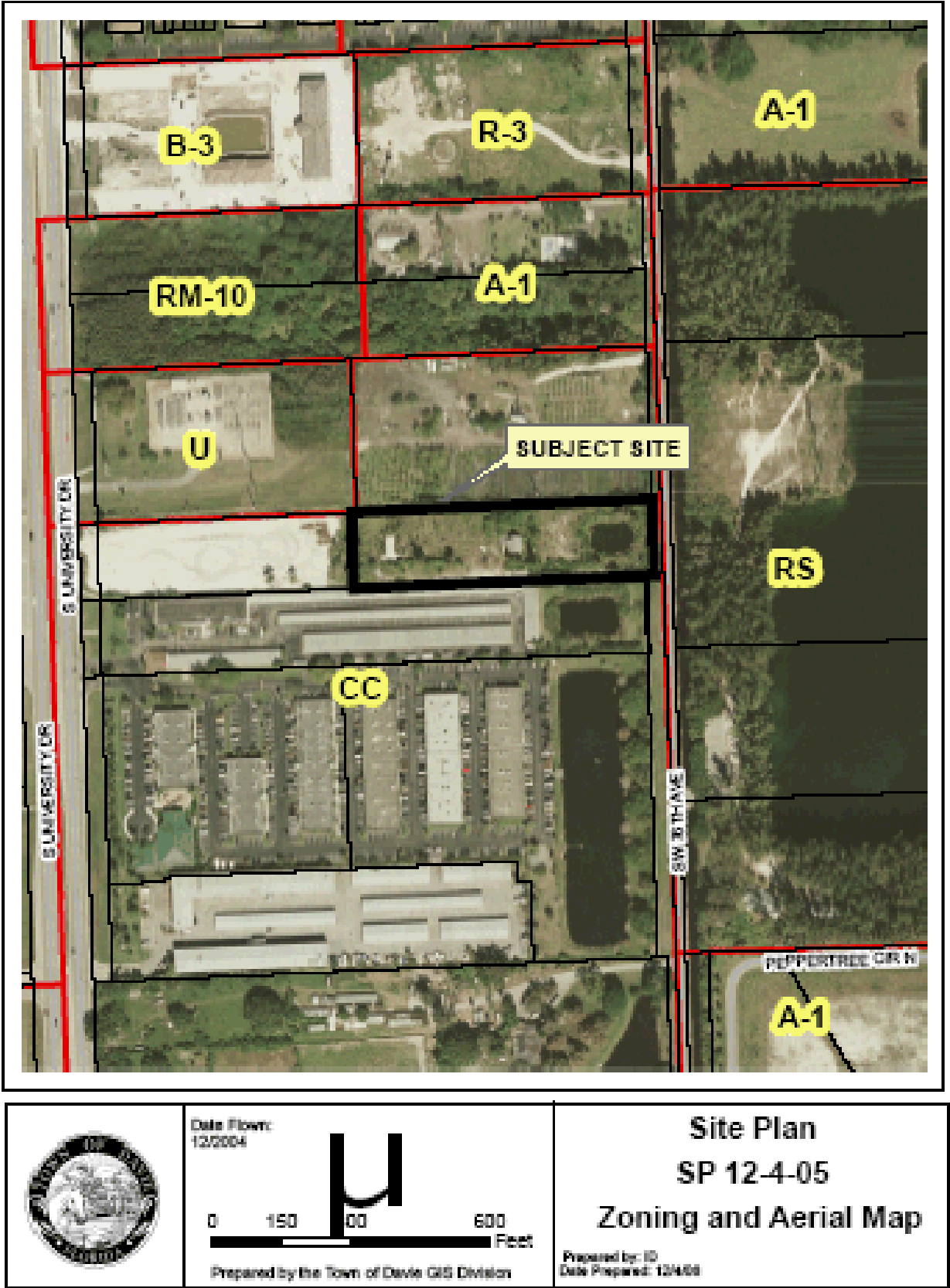
|   |  |  |
|---|--|--|
|  | <p>Date Flown:<br/>12/2004</p>  <p>0 150 300 600 Feet</p> <p>Prepared by the Town of Davis GIS Division</p> | <p><b>Site Plan</b><br/><b>SP 12-4-05</b><br/><b>Future Land Use Map</b></p> <p>Prepared by: ID<br/>Date Prepared: 12/4/05</p> |
|---|--|--|

Exhibit 8 (Aerial, Zoning, and Subject Site Map)





## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director / (954) 797-1101

**PREPARED BY:** David M. Abramson, Planner III

**SUBJECT:** Site Plan Application; SP 3-9-07/Davie Charter School/4400 South Pine Island Road/Generally located on the northeast intersection of Pine Island Road and Orange Drive

**AFFECTED DISTRICT:** District 2

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RE-APPROVING SITE PLAN APPLICATION, SP 5-7-02 "DAVIE CHARTER SCHOOL," AND PROVIDING AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The petitioner requests site plan re-approval for Davie Charter School. On January 2, 2003, the original site plan (SP 5-7-02 Davie Charter School) for a new two-story, 26,440 square foot education facility was approved by Town Council. Thereafter, on December 23, 2003, an extension was requested on this site plan application.

The petitioner encountered a significant amount of comments by reviewing agencies delaying the project even further. As a result, on July 31, 2003, a site plan application (SP 7-13-03 Davie Charter School) was submitted for a modular building to be used as temporary school on the subject site.

On February 4, 2004, an amendment to the original site plan application was submitted based upon new input from the surrounding neighbors. This site plan modification (SP 2-4-04 Davie Charter School) modified the original site plan approval including the building elevations and traffic circulation.

Lastly, on January 10, 2005, the Planning and Zoning Division received the final revised site plan modification for the Davie Charter School with all issues addressed. This site plan package was reviewed and signed off by staff on January 27, 2005. At that time, the Land Development Code noted that site plan approvals were valid for a period of one (1) year unless a Town of Davie construction permit was obtained prior to the expiration date. No permit was obtain and the approval expired on January 27, 2006.

### **PREVIOUS ACTIONS:**

At the January 2, 2003 Town Council Meeting, Councilmember Paul made a motion, seconded by Councilmember Starkey, to approve based on the understanding that the school was going to work with the residents and develop a perimeter that was going to be pleasing and something that they could agree

to (the addition of an eight-foot concrete wall along the north property line adjacent to the residential properties), also that staff make another attempt to contact the Florida Department of Transportation and try to resolve points-of-view issues, and consideration from the Drainage District. **(Motion carried 5-0)**

**CONCURRENCES:**

At the January 7, 2003 Site Plan Committee Meeting, Vice-Chair Aucamp made a motion, seconded by Mr. Crowley to approve subject to the addition of an eight-foot concrete wall along the north property line adjacent to the residential properties. **(Motion carried 5-0).**

At the December 10, 2002 Site Plan Committee Meeting, Vice-Chair Aucamp made a motion, seconded by Ms. Aitken, to approve subject to staff's recommendations and the following: 1) make the east and west architecture match or be similar to the north and south sides; 2) provide a new rendering for the Town Council's review to reflect the actual green areas and the existing houses; 3) revise the landscape plan and bring it back to this Committee and address the special notes in staff's comments regarding the perimeter buffer, also focus on the north parking property line and focus on the east property line which concerned the residents; 4) change the chain-link fence to a metal picket fence; and 5) add "bollards" at the main entrance. **(Motion carried 4-1 with Mr. Crowley being opposed).**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):**

Staff finds the subject application complete and suitable for transmittal to the Town Council for further consideration.

**Attachment(s):**

Justification Letter, Resolution, Updated copy of approved staff report (SP 5-7-02 Davie Charter School)



200 EAST BROWARD BOULEVARD  
SUITE 1500  
FORT LAUDERDALE, FLORIDA 33301

POST OFFICE BOX 1900  
FORT LAUDERDALE, FLORIDA 33302

(954) 527-2438  
FAX (954) 333-4038  
NECTARIA.CHAKAS@RUDEN.COM

February 2, 2007

VIA E-MAIL (mark\_kutney@davie-fl.gov)  
ORIGINAL VIA U.S. MAIL

Mark A. Kutney, Director  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314-3399

**RE: Davie Charter School – corner of Pine Island and Orange Drive**

Dear Mark:

As you know, this Firm represents Davie School Properties ("Davie School") in connection with the land use and zoning permitting for the charter school to be located on the corner of Pine Island and Orange Drive. Currently, the school is operating from a temporary location (also located in Davie) and a large portion of the students who attend this location reside in Davie. The current temporary location has a student capacity of approximately 150 students and services grades K-5, whereas the proposed charter school will have a student capacity of 450 students and service grades K-8. The construction of this school will benefit not only the students but also the general public by providing a modern facility to educate students and alleviate any overcrowding of existing public schools in Davie. Additionally, since the proposed charter school will provide additional grade levels, the students will be able to continue their education through the 8<sup>th</sup> grade.

The proposed received final site plan approval by the Town on January 2, 2003 and thereafter was amended to respond to comments by governmental agencies having jurisdiction to review the site plan for the charter school. The site plan amendment was approved by Town staff on August 15, 2003. Thereafter, the Broward County Traffic Division staff reviewed the site plan and had additional comments which required another site plan amendment. This additional amendment was approved administratively by Town staff on February 14, 2005. Construction drawings for the site plan, as amended, were prepared and submitted to the Town Building Department in April 2005. Again, new comments from the Town's various departments were generated.

FTL:2051203:1

RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.

CARACAS • FT. LAUDERDALE • MIAMI • NAPLES • ORLANDO • PORT ST. LUCIE • SARASOTA • ST. PETERSBURG • TALLAHASSEE • TAMPA • WEST PALM BEACH



Mark A. Kutney, Town of Davie  
January 31, 2007  
Page 2

Pursuant to the Town's code, site plan approval expires 12 months from the date of approval unless a construction permit is issued. Although Davie School did not obtain a permit, they diligently pursued the issuance of a building permit but encountered a significant number of obstacles during the permitting process. As you may know, charter schools undergo a long review process by virtue of the number of agencies required to review and approve the plan. Obtaining the Town's approval was only one step in this long review process. In addition to the Town's approval, Davie School was required to obtain approval from Broward County and the School Board. As you might expect, this caused significant delays which ultimately resulted in the school charter application expiring in July 2005. Fortunately, sometime in mid-2006 the charter was re-activated and Davie School was able to resume the permitting for the project.

In May 2006, Davie School met with the Town's Building Official to re-activate the permitting process. By this time, the construction drawings needed be adjusted to reflect the new amendments to the Florida Building Code pertaining to schools. The amended construction drawings were ready for re-submittal in August 2006, but could not be accepted until Broward County Health, Broward County DEP, and Central Broward Water Control District approved the revised drawings. From September to November 2006, Davie School divided the construction document drawings in an effort to expedite the sign-offs from the various County agencies. Shortly thereafter, the Town notified Davie School that the site plan expired and it would need to re-apply for site plan approval.

It is important to note, that the site plan approved by the Town has not changed, and to our knowledge there have not been any revisions to the Town's code which would impact the approved site plan. Pursuant to Sec. 12-340 of the Town's Code, "the Development Services Director may waive agency review in whole or in part, upon his determination that such review has already been made regarding the same land and no change in circumstances has occurred which necessitates further review." As such, we are hopeful that the Town will re-instate the approved site plan. In this regard, I am writing to request this item be placed on the next available Town Council agenda for consideration to re-instate the approved site plan.

We appreciate your consideration in this matter. Should you have any questions, please let me know.

Sincerely,



Nectaria M. Chakas *led*

cc: Dennis D. Mele, Esq.  
Ignacio Zulueta, Esq. (via e-mail [izulueta@yahoo.com](mailto:izulueta@yahoo.com))  
Rolando Llanes (via e-mail [llanes@bellsouth.net](mailto:llanes@bellsouth.net))

FTL:2051203:1

RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.

CARACAS • FT. LAUDERDALE • MIAMI • NAPLES • ORLANDO • PORT ST. LUCIE • SARASOTA • ST. PETERSBURG • TALLAHASSEE • TAMPA • WEST PALM BEACH

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RE-APPROVING SITE PLAN APPLICATION, SP 5-7-02 "DAVIE CHARTER SCHOOL," AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the petitioner of Site Plan Application, SP 5-7-02 "Davie Charter School" received approval by the Town of Davie on January 2, 2003; and

WHEREAS, the petitioner desires to receive site plan application re-approval for SP 5-7-02 "Davie Charter School" for eighteen (18) months from April 18, 2007, and expiring September 18, 2008; and

WHEREAS, the petitioner shall be required to pay half (1/2) the original site plan application fee for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby re-approve Site Plan Application, SP 5-7-02 "Davie Charter School." The eighteen (18) month approval being specifically for Site Plan Application described in the Planning Report attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

---

**TOWN OF DAVIE**  
**Development Services Department**  
**Planning and Zoning Division**  
*Staff Report and Recommendation*

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**Applicant Information**

|                      |                       |                      |                 |
|----------------------|-----------------------|----------------------|-----------------|
| <b><u>Owner:</u></b> |                       | <b><u>Agent:</u></b> |                 |
| <b>Name:</b>         | Peter & Beulah Deutsh | <b>Name:</b>         | Academic, Inc.  |
| <b>Address:</b>      | c/o 6255 Bird Road    | <b>Address:</b>      | 6255 Bird Road  |
| <b>City:</b>         | Miami, FL 33155       | <b>City:</b>         | Miami, FL 33155 |
|                      |                       | <b>Phone:</b>        | (305) 669-2906  |

---

**Background Information**

**Application History:** No deferrals have been requested.

**Application Request:** Site plan approval for the construction of Davie Charter School

**Address/Location:** 4400 South Pine Island Road

**Future Land Use Plan Designation:** Residential (5 DU/AC)

**Zoning:** Planned Business (B-3) Center

**Existing Use:** Vacant

**Proposed Use:** Davie Charter School

**Parcel Size:** 5 acres (217,800 sq. ft.)

**Surrounding Uses:**

**North:** Single Family (Pine Island Bay)  
**South:** Orange Drive and Canal  
**East:** Single Family (Pine Island Bay)  
**West:** Pine Island Road, Vacant

**Surrounding Land**  
**Use Plan Designation:**

Residential (5 DU/AC)  
Right-Of-Way  
Residential (5 DU/AC)  
Residential (5 DU/AC)

**Surrounding Zoning:**

**North:** Low Medium Dwelling (RM-5) District  
**South:** Planned Business (B-3) Center  
**East:** Community Business (B-2) District  
**West:** Low Medium Dwelling (RM-5) District

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## **Zoning History**

### **Related Zoning History:**

Rezoning Application (ZB 12-3-90): Town Council approved Deutsch/Invex Corporation, **From:** CC, U, NC, PRD-5 **To:** B-3, Planned Business District. A charter school is a permitted use under the B-3 zoning district as a private school.

### **Previous Requests on same property:**

*Plat Request:* Town Council approved Pine Island Plat on April 1, 1991. This plat note restricted parcel “A” to 2000 square feet of commercial.

*Delegation Request:* Town Council approved this delegation request on December 4, 2002 to amend the plat restriction note to increase the development level of parcel “A.”

---

## **Applicable Codes and Ordinances**

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

---

## **Comprehensive Plan Considerations**

### **Planning Area:**

The subject site is located in Planning Area 5. Planning Area 5 is bound by Nova Drive on the north, University Drive on the east, and Nob Hill Road on the west. The southern limits are SW 36 Street, on the western portion. This planning area is comprised of residential uses developed at a density of three to 22 dwelling units per acre and commercial development, existing and proposed, along the University Drive and Orange Drive corridors. The Pine Island Ridge, classified as environmentally sensitive, has been preserved within this planning area.

### **Broward County Land Use Plan:**

The subject site falls within Flexibility Zone 99.

### **Applicable Goals, Objectives & Policies:**

Future Land Use Plan, Objective 17: Land Use Compatibility and Community Appearance, Policy 17-3: Each development proposal shall be reviewed with respect to its compatibility with adjacent existing and planned uses.

---

## **Application Details**

The applicant’s submission indicates the following:

1. *Site:* The subject property is located in the B-3 (Community Business Center) district. It surrounded by Pine Island Road to the west and Orange Drive to the south. The proposed 27,432 square-foot two-story school building will be constructed north of the existing Hess gas station while the parking lot will be built east of the Hess gas station and west of the existing Discount Auto Parts store.

A six feet high existing wood picket fence with proposed landscaping buffers along the north property line and SW 84 Avenue will separate the proposed development from the existing single family homes to the north. The proposed recreation area to the north of the building will further reduce the impact of the project to the single family area.

2. *Building:* The proposed two-story building is identified by metal roof and stucco finish accented with wood sidings at the entrances on north and south elevations and the top of east and west elevations. It blends well with the surrounding structures in terms of massing, scale, articulation,

and material. The wood brackets, wood sidings, chimneys and recessed windows give the building characters and add visual interests to the façades.

To maintain the architectural integrity, staff recommends that same architectural design elements should be carried on all the elevations. The rectangular decorative stucco detail on the north and south elevations should be continued on the east and west elevations to replace the circular detail. In addition, the windows and fenestrations should be consistent in terms of style and scale on all the elevations.

3. *Access and Parking:* The proposed school will share the existing accesses on Orange Drive and Pine Island Road with the gas station and Discount Auto Parts store. A cross-access agreement shall be recorded prior to the final site plan approval. A turn-around circular driveway is proposed on Pine Island Road for bus drop off and pick up. Seventy-three parking spaces including three handicap spaces are provided.
4. *Lighting:* New lighting is proposed to meet the code requirements. The spillover measured at the north property line is less than .2 footcandle which is much lower than the maximum allowable footcandle (.5) to minimize offensiveness to the single family development to the north.
5. *Landscaping:* The plan indicates that the front entrance to the site is enhanced by different layers of landscaping materials including Xanadu, Philodendron and Wax Myrtle. A continuous Silver Buttonwood hedge will be planted behind the proposed fence. Staff recommends that the hedge and landscaping materials at the front entrance be planted in front of the fence to soft the appearance and provide a more pedestrian oriented environment. The landscaping plan shall indicate the existing street trees and landscaping materials along Orange Drive and Pine Island Road. The continuity and integrity of landscaping design shall be maintained along these public right-of-ways. Orange Drive and Pine Island Road are Broward County Right-of-ways. A tri-party agreement between Broward County, the Town of Davie and the applicant for the swale trees planted within the Broward County right-of-ways is required prior to the issuance of landscape installation permits. In addition, the entrance at the south side of the building shall incorporate different layers of landscaping materials to break down the long roof line and frame the entrance.

---

### **Significant Development Review Agency Comments**

All agency comments have been satisfied.

---

### **Staff Analysis/ Findings of Fact**

Staff finds that the site plan is in conformance with all applicable Codes and Ordinances. A charter school, which is a private school, is allowed in the B-3 zoning district. In addition, the following conditions shall be revised prior to final site plan approval:

1. The plat note amendment to allow the construction of 27,432 sq. ft. of charter school shall be approved and recorded prior to the final site plan approval.
2. A cross-access agreement shall be recorded prior to the final site plan approval.
3. Same architectural design elements shall be carried on all the elevations to maintain the architectural integrity of the building.
  - The rectangular decorative stucco detail on the north and south elevations should be continued on the east and west elevations to replace the circular detail.

- The windows and fenestrations shall be consistent in terms of style and scale on all the elevations.
4. The landscaping plan shall address the following comments:
- The Silver Buttonwood hedge along the Pine Island Road and landscaping materials at the front entrance shall be planted in front of the fence.
  - The landscaping plan shall indicate the existing street trees and landscaping materials along Orange Drive and Pine Island Road. Continuity and integrity of landscaping design shall be maintained along these public right-of-ways.
  - The entrance at the south side of the building shall be incorporated different layers of landscaping materials to break down the long roof line and frame the entrance.
- 

### **Staff Recommendation**

Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration. In addition, the following conditions shall be revised prior to final site plan approval:

1. The plat note amendment to allow the construction of 27,432 sq. ft. of charter school shall be approved and recorded prior to the final site plan approval.
  2. A cross-access agreement shall be recorded prior to the final site plan approval.
- 

### **Site Plan Committee Recommendation**

At the January 7, 2003 Site Plan Committee Meeting, Vice-Chair Aucamp made a motion, seconded by Mr. Crowley to approve subject to the addition of an eight-foot concrete wall along the north property line adjacent to the residential properties. **(Motion carried 5-0).**

At the December 10, 2002 Site Plan Committee Meeting, Vice-Chair Aucamp made a motion, seconded by Ms. Aitken, to approve subject to staff's recommendations and the following: 1) make the east and west architecture match or be similar to the north and south sides; 2) provide a new rendering for the Town Council's review to reflect the actual green areas and the existing houses; 3) revise the landscape plan and bring it back to this Committee and address the special notes in staff's comments regarding the perimeter buffer, also focus on the north parking property line and focus on the east property line which concerned the residents; 4) change the chain-link fence to a metal picket fence; and 5) add "bollards" at the main entrance. **(Motion carried 4-1 with Mr. Crowley being opposed).**

---

## Town Council Action

At the January 2, 2003 Town Council Meeting, Councilmember Paul made a motion, seconded by Councilmember Starkey, to approve based on the understanding that the school was going to work with the residents and develop a perimeter that was going to be pleasing and something that they could agree to (the addition of an eight-foot concrete wall along the north property line adjacent to the residential properties), also that staff make another attempt to contact the Florida Department of Transportation and try to resolve points-of-view issues, and consideration from the Drainage District. **(Motion carried 5-0)**

---

### Exhibits

- 3. Future Land Use Plan Map
  - 4. Zoning and Aerial Map
- 

Prepared by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

*File Location: P&Z\David Abramson\Applications\SP\_Site Plan\SP\_02\SP 5-7-02 Davie Charter School*



Exhibit 1 (Future Land Use Map)

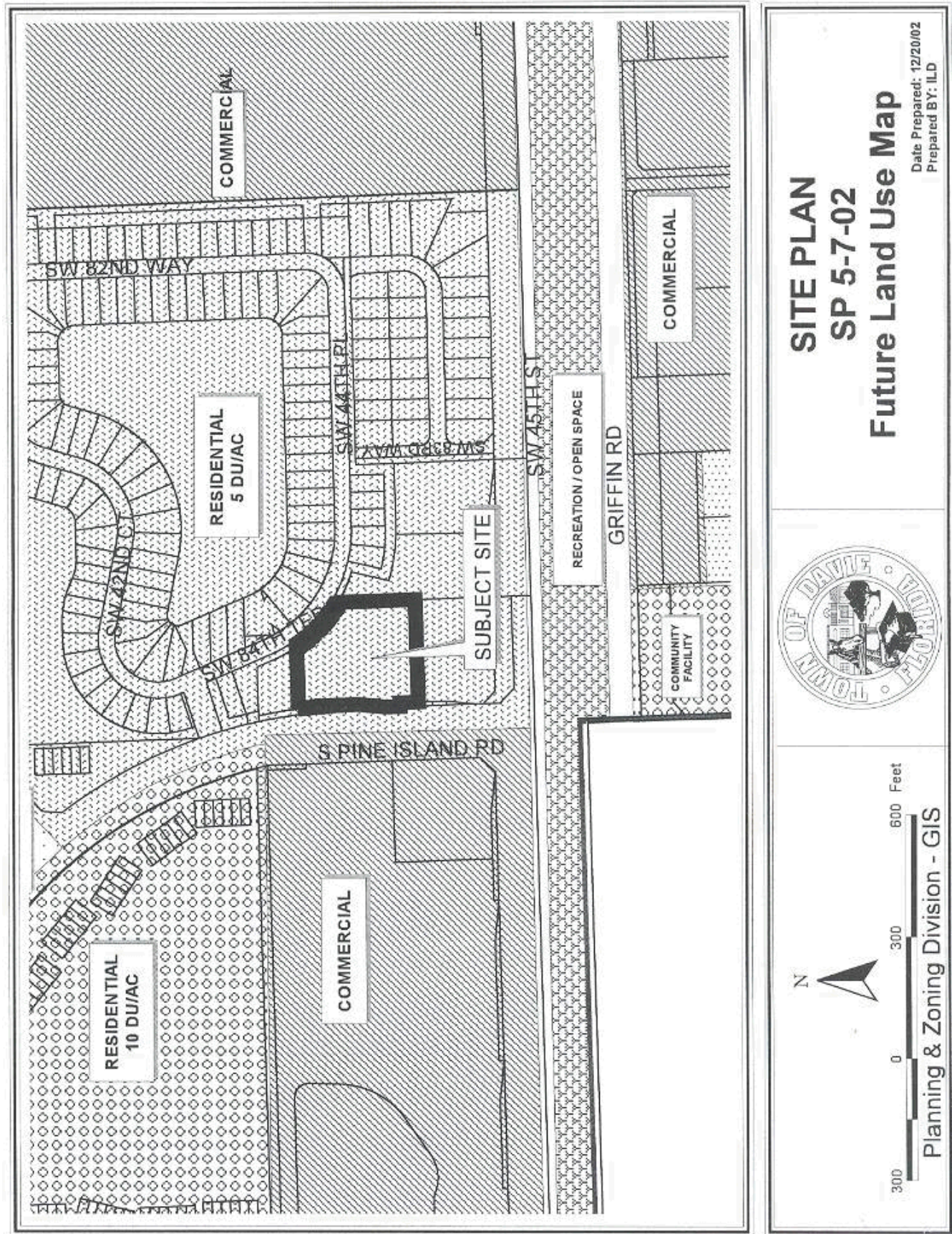
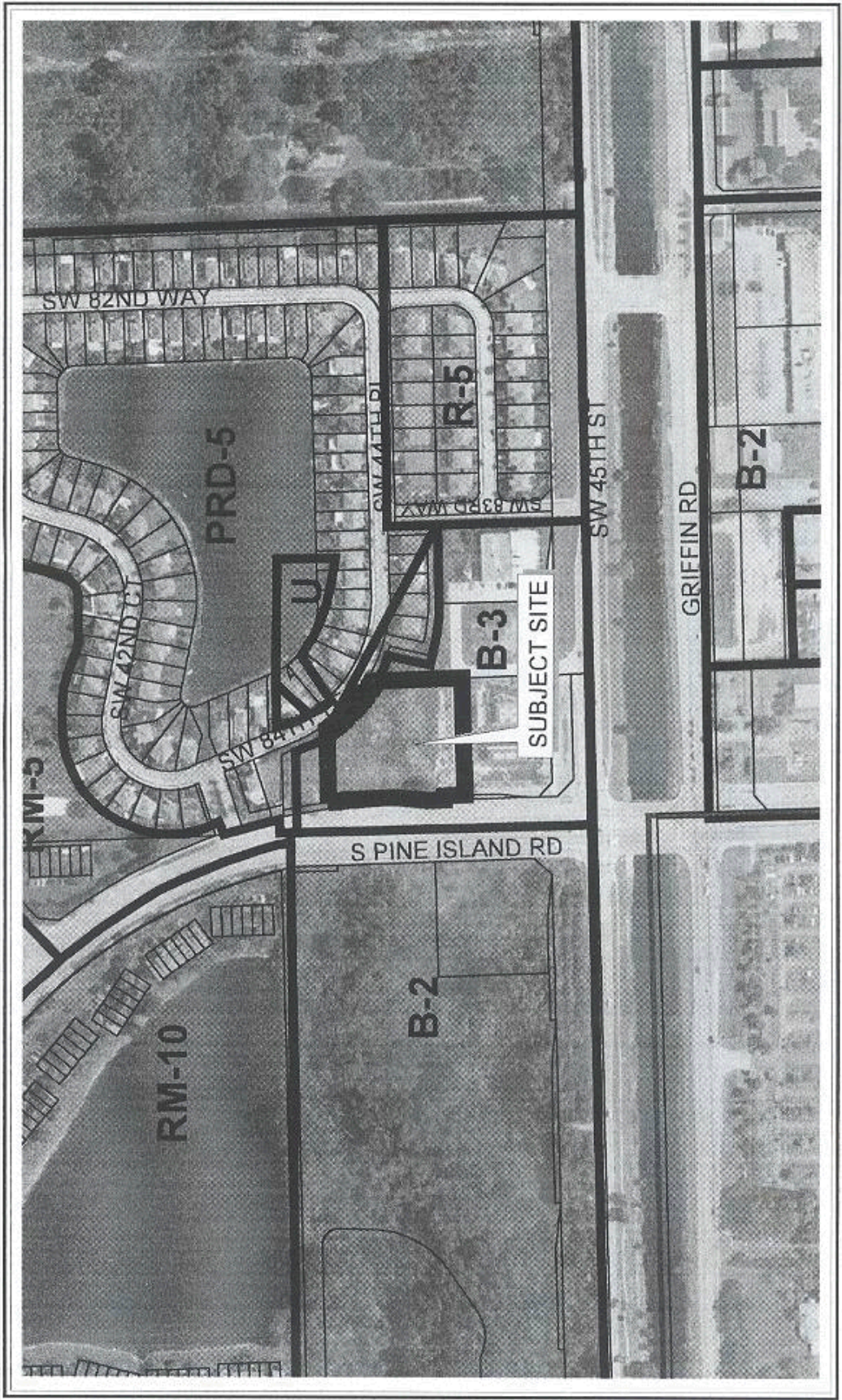




Exhibit 2 (Aerial, Zoning, Subject Site)



Date Flown:  
12/31/00



300 0 300 600 Feet

Planning & Zoning Division - GIS



**SITE PLAN**  
**SP 5-7-02**  
**Zoning and Aerial Map**

Date Prepared: 12/20/02  
Prepared By: ILD

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Barbara McDaniel, MMC, Assistant Town Clerk/954-797-1023

**PREPARED BY:** Barbara McDaniel, MMC, Assistant Town Clerk

**SUBJECT:** Appointments

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** Appointments

**REPORT IN BRIEF:** Appointments required to be made by Council

**PREVIOUS ACTIONS:** n/a

**CONCURRENCES:** n/a

**FISCAL IMPACT:** not applicable

**RECOMMENDATION(S):** n/a

**Attachment(s):** List of appointments needed

## APPOINTMENTS FOR MAYOR TRUEX

| Item # |   | Previous Appointment | # OF MEETINGS | # OF ABSENCES | INTERESTED IN BEING REAPPOINTED? | Appointment to be made        |
|--------|---|----------------------|---------------|---------------|----------------------------------|-------------------------------|
| 7.1.1  | COMMUNITY REDEVELOPMENT AGENCY            | John Stevens         | 52            | 0             | Y                                |                               |
| 7.1.2  | PLANNING AND ZONING BOARD                 | John Stevens         | 18            | 3             | Y                                |                               |
| 7.1.3  | SENIOR CITIZEN ADVISORY COMMITTEE         | Vacant               |               |               |                                  |                               |
| 7.1.4  | WATER AND ENVIRONMENTAL ADVISORY BOARD    | Marlena Mosby        |               |               |                                  | missed 3 consecutive meetings |
| 7.1.5  | YOUTH EDUCATION AND SAFETY ADVISORY BOARD | Mike Holderfield     |               |               |                                  | resigned 10/2006              |

Pursuant to Ordinance 2002-9, a board/committee member who is absent for three consecutive meetings or is absent for 50% or more of the meetings in any twelve (12) month period, is automatically dismissed from the board/committee. If the Councilmember who appointed that person to the board/committee feels that there were extenuating circumstances for the absences and that it is in the best interest of the Town that the person be reappointed, the Councilmember may reappoint that same person to the board/committee to complete the unexpired term of that board/committee member's seat.

## APPOINTMENTS FOR VICE-MAYOR CALETKA

| Item # |                           | Previous Appointment | # OF MEETINGS | # OF ABSENCES | INTERESTED IN BEING REAPPOINTED? | Appointment to be made |
|--------|---------------------------|----------------------|---------------|---------------|----------------------------------|------------------------|
| 7.2.1  | PLANNING AND ZONING BOARD | Philp Busey          | 12            | 0             | Y                                |                        |

## APPOINTMENTS FOR COUNCILMEMBER CROWLEY

| Item<br># |                              | Previous<br>Appointment | # OF MEETINGS | # OF ABSENCES | INTERESTED IN<br>BEING<br>REAPPOINTED? | Appointment to be made |
|-----------|------------------------------|-------------------------|---------------|---------------|--|------------------------|
| 7.3.1     | PLANNING AND ZONING<br>BOARD | Scott McLaughlin        | 18            | 1             | Y                                      |                        |

## APPOINTMENTS FOR COUNCILMEMBER LUIS

| Item # |  | Previous<br>Appointment | # OF MEETINGS | # OF ABSENCES | INTERESTED IN<br>BEING<br>REAPPOINTED? | Appointment to be made |
|--------|--|-------------------------|---------------|---------------|--|------------------------|
| 7.4.1  | AIRPORT/TRANSPORTATION ADVISORY<br>BOARD | vacancy                 |               |               |  |                        |
|        |  | vacancy                 |               |               |  |                        |
| 7.4.2  | PLANNING AND ZONING BOARD                | Mike Bender             | 18            | 2             | Y                                      |                        |

Pursuant to Ordinance 2002-9, a board/committee member who is absent for three consecutive meetings or is absent for 50% or more of the meetings in any twelve (12) month period, is automatically dismissed from the board/committee. If the Councilmember who appointed that person to the board/committee feels that there were extenuating circumstances for the absences and that it is in the best interest of the Town that the person be reappointed, the Councilmember may reappoint that same person to the board/committee to complete the unexpired term of that board/committee member's seat.

## APPOINTMENTS FOR COUNCILMEMBER STARKEY

| Item # |  | Previous Appointment | # OF MEETINGS | # OF ABSENCES | INTERESTED IN BEING REAPPOINTED? | Appointment to be made |
|--------|--|----------------------|---------------|---------------|----------------------------------|------------------------|
| 7.5.1  | AIRPORT/TRANSPORTATION ADVISORY BOARD                                  | vacancy              |               |               |                                  |                        |
| 7.5.2  | PLANNING AND ZONING BOARD  | Mimi Turin           | 18            | 2             | Y                                |                        |
| 7.5.3  | MOBILE HOME TASK FORCE - representing a mobile home park owner/manager | vacancy              |               |               |                                  |                        |

Pursuant to Ordinance 2002-9, a board/committee member who is absent for three consecutive meetings or is absent for 50% or more of the meetings in any twelve (12) month period, is automatically dismissed from the board/committee. If the Councilmember who appointed that person to the board/committee feels that there were extenuating circumstances for the absences and that it is in the best interest of the Town that the person be reappointed, the Councilmember may reappoint that same person to the board/committee to complete the unexpired term of that board/committee member's seat.



## UNSAFE STRUCTURES BOARD

| Item # |                         |         | Previous Appointment                          | # OF MEETINGS | # OF ABSENCES | INTERESTED IN BEING REAPPOINTED? | Appointment to be made |
|--------|-------------------------|---------|---|---------------|---------------|----------------------------------|------------------------|
| 7.7    | UNSAFE STRUCTURES BOARD | Council | Robin Massa<br>(Real Estate Property Manager) | 0             | --            | No                               |                        |
|        |                         | Council | Richard Katz<br>(Plumbing Contractor)         | 0             | --            | No                               |                        |



# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director (954) 797-1101

**PREPARED BY:** Larry A. Peters, P.E., Town Engineer

**SUBJECT:** Steve Rodriguez 12600 SW 13 Street

**AFFECTED DISTRICT:** 4

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** Steve Rodriguez 12600 SW 13 Street

**REPORT IN BRIEF:** Town staff has provided the attached information as back up for a PowerPoint presentation to be presented to the Town Council by the Town Attorney regarding the subject property.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):**

**Attachment(s):** Rodriguez attorney letter dated 1/22/07, Rodriguez attorney letter dated 4/6/07, Aerial of property, Alternate access diagram.

**BRINKLEY, MORGAN, SOLOMON, TATUM,  
STANLEY, LUNNY & CROSBY, LLP**

ATTORNEYS AT LAW  
19<sup>TH</sup> FLOOR  
SUN SENTINEL BUILDING  
200 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301-2248

W. MICHAEL BRINKLEY, RETIRED  
WILLIAM T. COLEMAN ☐  
KEVIN P. CROSBY\*\*  
KENNETH A. GORDON  
KENNETH J. JOYCE  
JEFFREY S. KURTZ  
MARK A. LEVY  
JULIETTE E. LIPPMAN  
DONALD J. LUNNY, JR. <sup>0</sup>  
PHILIP J. MORGAN \*  
DANIEL P. J. O'CONNOR  
HARRIS K. SOLOMON +  
ROBERTA G. STANLEY ++  
JONATHAN M. STREISFELD  
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JOHN R. TATUM  
(1926-1995)

SCOTT P. CHITOFF  
DANIEL C. CRILLY\*\*  
JAMES L. DAVIDSON  
JOHN N. LAMBROS  
PATRICIA E. McQUEENEY\*\*  
QUENTIN E. MORGAN  
ALAN L. RAINES  
JONATHAN Z. SCHILLER

+ BOARD CERTIFIED BUSINESS LITIGATION LAWYER  
\* BOARD CERTIFIED REAL ESTATE LAWYER  
++ BOARD CERTIFIED MARITAL AND FAMILY LAWYER  
\*\* REGISTERED PATENT ATTORNEY  
<sup>0</sup> BOARD CERTIFIED CITY, COUNTY, AND LOCAL  
GOVERNMENT LAWYER  
☐ BOARD CERTIFIED TAX LAWYER

January 22, 2007

Mark Kutney  
Development Services Director  
Town of Davie  
6591 Orange Avenue  
Davie, FL 33314-3399

Re: 12000 block of SW 13<sup>th</sup> Street/ Mr. Rodriguez

Dear Mark:

As you may recall, this Firm represents the Rodriguez family, MPC Management Corp., and Rodriguez Family Holdings Inc.

As you are aware, Steven Rodriguez has been issued building permits from Davie in consideration of an Acknowledgement and Hold Harmless he gave to the Town of Davie in view of unresolved roadway issues as described in this letter. He applied for his permits on or about March 6, 2006, and they were issued on October 2, 2006. This delay resulted in costs to my client in the approximate amount of \$60,000. He will be requesting his Certificate of Occupancy next month.

Our client's land is at the eastern end of the 12000 block of SW 13<sup>th</sup> Street, which lies just east of Flamingo Road. As you are also aware, there are more than four (4) home sites adjacent to this driveway section (with one additional home site being permitted for construction by Davie recently and which is completing construction at this time), and eight (8) homes in the area which are serviced by this driveway. We are advised that the Town Code will only allow two homes to be serviced by a private driveway. SW13th Street is the only practicable and desirable access way to our client's property.

When Mr. Rodriguez sought his building permit for his house, the Town initially required that he improve SW 13th Street to a street standard instead of to a driveway standard. As the Town is now aware, this is impossible because our client does not own enough of SW 13th Street to construct it to a street standard. As we informed you, our client was able to purchase almost all of the current twenty foot wide section of SW 13th Street, and is willing to convey this to Davie at this time for free in satisfaction of any road related requirements for his property's improvements. Davie has declined this offer. Instead, the Town has suggested:

- 1) *That our client convey to Davie an Easement for Governmental Services over the current 20 foot wide Section of SW 13<sup>th</sup> Street so that the Town can have legal access to provide governmental services to property adjacent to and benefiting from SW 13<sup>th</sup> Street. We agree and a proposed Non-Exclusive Easement to the Town of Davie for this purpose is enclosed as Exhibit "1". Revisions to this Document have been made consistent with our previous discussions.*
- 2) That our client also agree to:
  - (a) *build half of SW 13<sup>th</sup> Street, by laying down eight (8) inches of compacted road rock covered by a one and one half (1.5) inch by twelve (12) foot wide asphalt overlay. We do not agree.* Now that the Contractor has reviewed the boring report, the cost estimate for this work is \$75,000. Given that the Town has already exceeded the two home minimum limitation along this section of SW 13<sup>th</sup> Street, that no one else has ever received a similar requirement before being allowed to build, and that there will be plenty of other homes in the area to bear the costs, we think that the request of our client that it undertake the brunt of this Project is clearly too much.
  - (b) *convey to Davie the private right of way it owns, whenever Davie collects all of the balance of the right of way needed to make SW 13th Street meet the Standard Two Lane Rural Residential Street Requirements. We agree, and will convey title using a Special Warranty Deed.*
  - (c) *grant a specific access license to all of the benefited land owners over the twenty foot section of SW 13th Street that our client owns so as to confirm that the benefiting landowners in the area have legal access over this section of the driveway. In order to still enable Davie to collect the extra right of way needed to make the servicing street network meet public road dimension requirements, however, the license is to allow access only to the lands in their current condition, so that the license would need to be amended when, as, and if improvement permits for such Property are issued by Davie. Given that under Davie's proposal our client would be required to pay out \$75,000 for the road, the document would*



also state that Davie would advise our client when building permits were to be issued for any of the benefited lands so that our client could attempt to recover some portion of its costs. The foregoing commitments are contained in a Non-Exclusive and Terminable Ingress Egress License and Covenant to Convey to Town of Davie which is enclosed as Exhibit "2". This document would prevent the Town of Davie from issuing Certificates of Occupancy unless our client has issued an Access Acknowledgement and would allow our client to charge up to \$15, 000 per building permit sought by our client's neighbors to recover our client's costs. **As we informed you, our client does not wish to agree to this because he wants to be a good neighbor to his neighbors, and if he is forced to collect from his neighbors his excess costs to build this road, they will undoubtedly become upset with him. Also, Davie would likewise be in an uncomfortable position if it has agreed to not issue Certificates of Occupancy and if a neighbor refuses to reimburse our client for the neighbor's fair share cost of the road.**

3) **In lieu of what Davie has requested in Paragraph 2 above, our client would agree to:**

- (a) convey to Davie by Special Warranty Deed the private right of way it owns, whenever Davie wishes, but no later than when Davie collects all of the balance of the right of way needed to make SW 13th Street meet the Standard Two Lane Rural Residential Street Requirements (we would prefer to do this now to avoid insurance and other business carrying costs related to the road section in question).
- (b) grant a specific access license to all of the benefited land owners over the twenty foot section of SW 13th Street that our client owns so as to confirm that the benefiting landowners in the area have legal access over this section of the driveway. In order to still enable Davie to collect the extra right of way needed to make the servicing street network meet public road dimension requirements, however, the license will allow access only to the lands in their current condition, so that the license would need to be acknowledged as still effective (an "Access Acknowledgement") when, as, and if improvement permits for such Property are issued by Davie. No money would be charged by our client for each Access Acknowledgment; therefore, Davie would likewise not need to agree to withhold Certificates of Occupancy. These commitments are contained in a Non-Exclusive and Terminable Ingress Egress License and Covenant to Convey to Town of Davie which is enclosed as Exhibit "3". (This is the same Document as Exhibit "2", except that the changes have been highlighted).

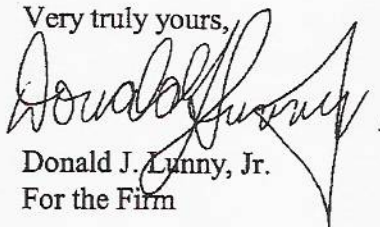
- (c) Given the fact that our client is going to convey the roadway it purchased, has incurred significant increased costs to build the home, and is willing to install minimal amount of road rock and a minimal amount of pavement (so that at least until Davie accepts the portion of the roadway our client owns, it remains in a dust resistant condition), we feel that requiring a further payment to Davie related to the road improvement is not needed at this time. **Our client will, however, generally agree that when and if the Town were to impose a fairly apportioned special assessment for the road's improvement on all of the benefited property in the area, his property would be responsible for its fair share.**

We ask to be placed on a Council Agenda to discuss this matter. Please include this correspondence and its exhibits in the elected official's agenda package and confirm the date when this matter will be considered. We are available for both the February 7<sup>th</sup> and February 21<sup>st</sup> Meetings.

We are making appointments with the elected officials so that we can discuss this topic with them, and we have also requested an appointment with the Manager. We would welcome any feedback you wish to make so that we can advise them of your Department's position relative to this matter.

If you have any questions, please do not hesitate to contact me. In closing, thank you for your continued consideration of this matter.

Very truly yours,



Donald J. Lunny, Jr.  
For the Firm

DJLJR/ns

Enclosures

cc: Mr. Steven Rodriguez, w/encl.



BRINKLEY, MORGAN, SOLOMON, TATUM,  
STANLEY, LUNNY & CROSBY, LLP

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April 6, 2007

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WEBSITE: www.brinkleymorgan.com

*Via Certified Mail/Return Receipt Requested and  
U. S. Mail*

Mark Kutney  
Development Services Director  
Town of Davie  
6591 Orange Avenue  
Davie, FL 33314-3399



Re: 12000 block of SW 13<sup>th</sup> Street in Davie, Florida

Dear Mark:

This Firm represents Rodriguez Family Holdings Inc, the owner of the above referenced segment of SW 13<sup>th</sup> Street.

My client has proposed to the Town an arrangement wherein if the Town allows the use of that portion of SW 13<sup>th</sup> Street as proposed, access to all existing and future property owners and their improvements in the area will be allowed and confirmed for no additional consideration, until such time as Davie requests a conveyance of the road which will be conveyed for free. The proposal involves cooperation between Davie and my client to obtain long term the right of way necessary to service the neighborhood, and improve the street network as may be desired. The Town has our proposal under study, and we believe has reacted favorably to it thus far. We do expect the Town to complete its review in a short time.

We are aware that development activity is currently taking place within the neighborhood that contemplates using the segment of SW13th Street that is owned by my client to access Flamingo Road. These improvements are nearing a Certificate of Occupancy. Until we know for sure whether the Town will accept our proposal, we are reluctantly constrained to advise that while existing landowners in the neighborhood will be able to access their existing unimproved land and any improvements on such lands that have received a Certificate of Occupancy from the Town before the date of this letter, no other use of the road will be authorized, except use for government services.

We feel that it is necessary to write this letter because if the Town issues any further Certificates of Occupancy before completing its review of my client's proposal, my client's rights will be prejudiced. This is because if any additional Certificates of Occupancy are issued for any of the property described below, the affected landowner will have no incentive to further cooperate with either Davie or my client in the event some different arrangement is desired.



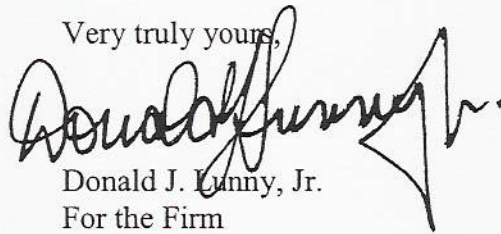
Therefore, pending resolution of the issue, we would requests that the Town not issue a Certificate of Occupancy for the Chiccone residence (currently under construction as permitted by the Town), nor issue other permits or Certificates of Occupancy for any other improvements on lands described as follows after this date which will depend upon the use of SW 13<sup>th</sup> Street for access:

Tract 55 and Tract 56 in Section 11, Township 50 South,  
Range 40 East, according to the Florida Fruit Lands Co.  
Sub. No. 1, Plat Book 2, Page 17, Public Records of  
Miami-Dade County, LESS the West 264 feet of the  
aforesaid Tracts 55 and 56.

We continue to hope that the Town Council's consideration of this matter will result in a productive resolution of this matter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Donald J. Lunny, Jr.", with a stylized flourish at the end.

Donald J. Lunny, Jr.  
For the Firm

DJLJR/ns

cc: Jim Cherof, Esq., Town Attorney

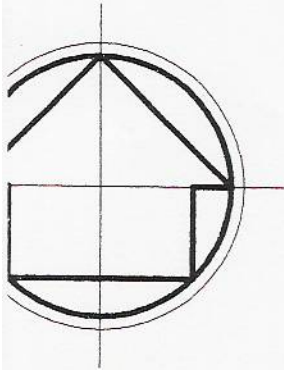
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BRINKLEY. MORGAN. SOLOMON. TATUM. STANLEY. LUNNY & CROSBY, LLP

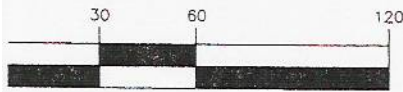








GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

GROVE PARK ESTATES ADD  
(PB 66, PG 27, BCR)

LOT 5

SW 14th  
PLACE

REMOVE EXIST. ASPHALT  
CUL-DE-SAC

ND USE:  
1 DU/AC.

ENUE SW 127

975.52'

\* PARCEL 'E'

B

25' R/W PER  
P.B. 66,  
PG. 27, BCR

50'

25' R/W PER  
P.B. 15,  
PG. 5, BCR

25' R/W PER  
P.B. 66,  
PG. 27, BCR

5' WIRE

ND:

BROWARD COUNTY RECORDS  
DADE COUNTY RECORDS  
PLAT BOOK  
PAGE  
OFFICIAL RECORDS BOOK  
CENTERLINE  
RIGHT-OF-WAY  
SECTION  
FOUND

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## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director (954) 797-1101

**PREPARED BY:** Larry A. Peters, P.E., Town Engineer

**SUBJECT:** Traffic Calming Round-about at Hiatus and Ernest Blvd.

**AFFECTED DISTRICT:** 3

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** Traffic Calming Round-about at Hiatus and Ernest Blvd.

**REPORT IN BRIEF:** The Town Engineering Division has been working with Home Dynamics to construct a "Round-about" at the entrance to the proposed Sierra Ranches Development at the intersection of Hiatus Road and Ernest Blvd., however, have not been able to obtain all the needed right-of-way. The Land Development Code requires that all infrastructure improvements are in place prior to the issuance of a Building Permit. An exception to the requirement is to place a Bond for the improvements. Home Dynamics has offered to provide a cash contribution toward the construction of the "Round-about" in lieu of providing at 110% Bond. The petitioner has requested to go to Town Council to discuss this item.

**PREVIOUS ACTIONS:** not applicable

**CONCURRENCES:** not applicable

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):**

**Attachment(s):**